COUNTY OF CHARLOTTE

Board of County Commissioners

18500 Murdock Circle

Port Charlotte, FL 33948

www.CharlotteCountyFL.gov

County Commissioners
Ken Doherty, District 1, Chairman
Bill Truex, District 3, Vice-Chairman
Christopher Constance, District 2
Stephen R. Deutsch, District 4
Joseph Tiseo, District 5

County Administrator
Raymond J. Sandrock
County Attorney
Janette S. Knowlton
Clerk of the Circuit Court
Roger D. Eaton

Regular Meeting

May 14, 2019 9:00 AM
18500 Murdock Circle, Commission Chambers, Room #119

Charlotte County Board of County Commissioners does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the County's functions, including access to and participation in meetings, programs and activities. FM Sound Enhancement Units for the Hearing Impaired are available at the Front Security Desk, Building A of the Murdock Administration Complex. Anyone needing other reasonable accommodation or auxiliary aids and services please contact our office at 941.743.1381, TDD/TTY 941.743.1234, or by email to David.Lyles@charlottecountyfl.gov.

SHOULD ANY AGENCY OR PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING, A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, A VERBATIM RECORD OF THE PROCEEDING IS REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

9:00 A.M.

Call to Order and Roll Call

Invocation- If you wish, please rise for the invocation

Pastor Bob White
Liberty Community Church

Pledge of Allegiance

Changes to the Agenda: See separate sheet.

Proclamations - Commissioner Bill Truex

Artist of the Month - Christine Brunette
Charlotte Trauma Awareness Month
El Jobean Pre-Memorial Day Remembrance Celebration
Emergency Medical Services Week
Girl Scout Leadership Week

Ken Roberson Day
Memorial Day
Mental Health Month
Military Heritage Museum's Memorial Day
National Drug Court Month
National Safe Boating Week
OCEAN's Sunflower Senior Appreciation Month
Water Safety Month

Employee Recognition

Name	Department
5 Years	
Lorene Armaral	Utilities
Thurman Owens, Jr.	Utilities
Ellen Pinder	Public Safety
Felix Reynoso	Utilities
Sara Weber	Public Safety
Wendy Welsh	Community Development
Luke West	Utilities
15 Years	
Joseph Bonner	Public Works
James Leitz	Public Safety
Anthony Messina	Public Safety
Michael O'Connell	Public Works
Mark Pelletier	Public Safety
Thomas Peters	Public Works
Dwayne Smith	Public Works
Gloyd Stadel III	Public Safety
20 Years	
Felix Hernandez	Public Safety
William MacDonald	Community Services
25 Years	
Danny White	Human Services
30 Years	
Judy Hunter	Utilities

Award Presentations

CITIZEN INPUT - AGENDA ITEMS ONLY

Anyone wishing to address the Board during this portion of the meeting must fill out a card, state their name for the record, and state which agenda item(s) will be addressed. Remarks shall be limited to 3 minutes (max) and shall be addressed to the Commission as a body, and not to individual members.

There will not be any discussion.

COMMITTEE VACANCIES

Charlotte County is seeking volunteers to serve on the following Committees:

The following **MSBU/TU Advisory Boards** are seeking volunteers who must be both a property owner within and reside within the Unit. Submit applications to Public Works Department, 7000 Florida Street, Punta Gorda, FL 33950; call 941.575.3600 or e-mail MSBU-TU@CharlotteCountyFL.gov.

- **Boca Grande Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Gardens of Gulf Cove Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Greater Port Charlotte Street & Drainage Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2021.
- **Grove City Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Harbour Heights Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Manasota Key Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Mid-Charlotte Stormwater Utility Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.
- **Northwest Port Charlotte Waterway Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.
- **Pirate Harbor Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Rotonda Sands North Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.

Beaches and Shores Advisory Committee is seeking one volunteer to serve as a member-at-large. Volunteer must be resident/elector of Charlotte County and have coastal knowledge or technical expertise in beach management or beach preservation. Term will expire on December 31, 2022. Committee meets the first Thursday of each month at 9:00 am in Building Construction Services conference room, 18400 Murdock Circle, Port Charlotte. To obtain an application, please contact Diane Whidden at 941-743-1300 or email Diane.Whidden@CharlotteCountyFL.gov

REPORTS RECEIVED AND FILED

2018 Utilities Department Annual Report

2018 Murdock Village CRA Annual Report, Revised

Clerk of Court's County Investment Report, May 14, 2019

CONSENT AGENDA

Clerk of the Circuit Court

A. Comptroller Division

1. Finance

   RECOMMENDED ACTION:

   Approve the Clerk's Finance Memorandum.

   BUDGETED ACTION:

   No action needed.

B. Minutes Division

1. Minutes

   RECOMMENDED ACTION:

   Approve the following Minutes:
   April 9, 2019 BCC Regular and Land Use Meeting
   April 18, 2019 BCC Pre-Agenda
   April 23, 2019 BCC Regular and Land Use Meeting

   BUDGETED ACTION:

   No action needed.

Board of County Commissioners

C. Commission Office

1. Appointment - Marine Advisory Committee

   RECOMMENDED ACTION:

   Approve the appointment of Mr. Steven F. Scott to the Charlotte County Marine Advisory Committee representing the USCGA Flotilla 98-Port Charlotte. Mr. Scott was recommended by Conrad M. Smith, Flotilla 98 Commander, USCGA, to serve as their representative on the Marine Advisory Committee to fill a vacated position. The Marine Advisory Committee considered the recommendation by Commander Smith and Mr. Scott's appointment was approved on May 9, 2019. This position commences immediately and the term will expire on December 31, 2021.

   BUDGETED ACTION:

   No action needed.

2. Appointment - Mid-Charlotte Stormwater Utility MSBU Advisory Board

   RECOMMENDED ACTION:

   Approve the appointment of David Marshall to fill the unexpired term of Mark Pricer as well as an additional new three year term on the Mid-Charlotte Stormwater Utility MSBU Advisory Board. This appointment will be effective immediately and will expire on October 31, 2022.

   BUDGETED ACTION:

   No action needed.

3. Appointment - Affordable Housing Advisory Committee

RECOMMENDED ACTION:

Approve the appointment of Angela Hogan to fill the vacant unexpired term on the Affordable Housing Advisory Committee. This appointment will be effective immediately and will expire on May 22, 2021.

BUDGETED ACTION:

No action needed.

4. Re-Appointment - Tourist Development Council, Tourism Industry

RECOMMENDED ACTION:

Approve the re-appointment of Robin Madden to the Tourist Development Council representing the "Tourism Industry" category. Length of term is four years, and will expire on September 8, 2023.

BUDGETED ACTION:

No action needed.

D. County Administration

Administration

1. Proposed 2020 Sales Tax Focus Group

RECOMMENDED ACTION:

Approve the proposed 2020 Sales Tax Focus Group.

BUDGETED ACTION:

No action needed.

Public Information Office

No Items.

E. County Attorney

1. SOE FY18-19 Federal Election Activities Fund

RECOMMENDED ACTION:

a) Approve and authorize the Chairman to sign the Certificate Regarding Matching Funds for the Supervisor of Elections to meet the State requirement to receive Charlotte County's share of the 2018-2019 Legislature appropriated funds to be distributed to State Supervisor of Elections for federal election activities; and
b) Approve and authorize the Chairman to sign the Certificate of Equipment for Casting and Counting Ballots.

BUDGETED ACTION:

No action needed.

F. Budget and Administrative Services

Fiscal Services

1. Crime Prevention Fund

RECOMMENDED ACTION:

Approve the transfer of $108,150 to the Sheriff's office.

BUDGETED ACTION:

No action needed.

Information Technology

No Items.

Purchasing

2. 19-279, Design Components - Intersection Improvements (Public Works)

   RECOMMENDED ACTION:

   a) Approve ranking of firms for Request for Proposal #19-279, Design Components - Intersection Improvements: 1st - Florida Transportation Engineering; 2nd - DMK Associates; and 3rd - CES/American; and
   b) Approve start of negotiations; and
   c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a firm to design and permit new turn lanes on various roadways in Charlotte County.

   BUDGETED ACTION:

   No action needed. Budgeted in CIP project, "Intersection Improvements at Various Locations," as approved in the FY19 budget process. Funding is supplied from capital gas taxes.

3. 17-414, Amendment #2, South Gulf Cove Lock Assessment and Repair (Public Works)

   RECOMMENDED ACTION:

   a) Approve Amendment #2 to Contract #17-414 South Gulf Cove Lock Assessment and Repair with Electro Hydraulic Machinery, Inc. for additional repairs and parts replacement in the amount of $8,577.11; and
   b) Authorize the Chairman to sign Amendment #2 to the Contract for the repair phase of the South Gulf Cove Lock Assessment and Repair.

   BUDGETED ACTION:

   No action needed. Budgeted in South Gulf Cove Waterway MSBU as approved in the FY19 budget process. Funding is supplied from assessments in South Gulf Cove Waterway MSBU.

4. 19-311, Ranking - Construction Manager at Risk, Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility (Facilities)

   RECOMMENDED ACTION:

   a) Approve ranking of firms for Request for Proposal #19-311, Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility: 1st – Wharton-Smith, Inc., 2nd – Halfacre Construction Inc., and 3rd - A2 Group, Inc.; and
   b) Approve start of negotiations; and
   c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a qualified firm to provide Construction Manager (CM) at Risk services as part of a project team, which includes various design and engineering consultants and the County.

   BUDGETED ACTION:

   No action needed. Budgeted in CIP project "Airport Rescue and Fire Fighter Training Prop" as approved in FY19 budget process. Grant funding is budgeted in the Fire Rescue Fund and does not require a local match.

5. 16-431, Change Order# 1, Sandhill Boulevard Improvements - Phase I (Public Works)

   RECOMMENDED ACTION:

   Approve Change Order #1 to Work order #18, File #16-431, Sandhill Boulevard Improvements - Phase I, with Kisinger Campo & Associates Corp. of Fort Myers, Florida in the amount of $3,584 for a revised cost of $199,968.

   BUDGETED ACTION:

   No action needed. Budgeted in CIP project, "Sandhill Blvd Widening," as approved in the FY19 budget process. Funding is supplied from Capital Gas Taxes, reimbursed from impact fees.

6. 19-295, Award, Softball Dugout Renovations - Harold Avenue Park (Community Services)

RECOMMENDED ACTION:

a) Approve award of Bid #19-295, Softball Dugout Renovations - Harold Avenue Park to the lowest responsive, responsible bidder, Boromei Construction, Inc. of Okeechobee, Florida for a total project cost of $240,286; and
b) Approve **Resolution and** budget adjustment BA19-029 in the amount of $240,286, to carryforward funding from Community Services 2018 Capital Maintenance Plan.
****Change, Updated wording, 5/9/19****

BUDGETED ACTION:

Approve budget adjustment BA19-029 in the amount of $240,286, amending the adopted Community Services 2019 Capital Maintenance Plan by carrying forward funding from the 2018 CMP. Funding is supplied from Capital Projects, ad valorem.

7. 16-334, Approve Change Order #11, Right of Way Landscape Maintenance - Annual (Public Works)

RECOMMENDED ACTION:

Approve Change Order #14 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walker's Service Inc. for additional landscape maintenance in the amount of $42,917.

BUDGETED ACTION:

No action needed. Budgeted in Road and Bridge Infrastructure and various MSBU's as approved in the FY19 budget process. Funding is supplied from gas taxes ($29,190), Greater Port Charlotte St/Dr ($3,717) MSBU, and Rotonda West St/Dr ($10,010) MSBU assessments.

8. 16-420, Change Order #16, Cleaning Services, Charlotte County Facilities (Facilities)

RECOMMENDED ACTION:

Approve Change Order #16 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, for adding a location, Record Center, 1544 Market Circle Building, Port Charlotte, Florida, 33984 for once a week cleaning for $395 per month, and additional services at an existing location: Fleet Building, 18000 Paulson Drive, Port Charlotte, Florida, 33948 for an additional $125 per month. ~~for a new total monthly price of $1,500~~.
****Change, Updated Wording, Added Attachment - Revised 16-420 CO 16 Price Proposal Fleet and New Records, 5/9/19****

BUDGETED ACTION:

No action needed. Funding from the General Fund approved in the FY19 budget process.

9. 16-420, Change Order #17, Cleaning Services, Charlotte County Facilities (Facilities)

RECOMMENDED ACTION:

Approve Change Order #17 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, for adding a location, Fire/EMS Vehicle Maintenance building, 26581 Airport Road, Punta Gorda, Florida, for once a week cleaning for $795 per month, and additional services at an existing location: Firing Range Support Building, Airport Road Annex, 25500 Airport Road, Punta Gorda, Florida, for an additional $895 per month.

BUDGETED ACTION:

No action needed. Funding from the General Fund and the Charlotte County Fire Rescue Fund approved in the FY19 budget process.

10. Property Deletions for the Month of May, 2019 (Purchasing)

RECOMMENDED ACTION:

Approve the deletion of the property inventory items listed on the attached for the month of May 2019.

BUDGETED ACTION:

No action needed.

Real Estate Services

No Items.

Risk Management

No Items.

Transit

11. Section 5310 Grant Award

    RECOMMENDED ACTION:

    a) Approve Agreement with the Florida Department of Transportation (FDOT) to affirm an award in the amount of $52,500 from the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310) for grant funding Year 2019 operating expenses; and
    b) Approve Resolution authorizing the County Administrator or designee to modify or terminate such grant, unless specifically rescinded.

    BUDGETED ACTION:

    No action needed. Grant funds in the amount of $52,500 and the required match of $52,500 are included in the FY18/19 Operating budget.

12. Section 5311 Grant Award

    RECOMMENDED ACTION:

    Approve Agreement with the Florida Department of Transportation (FDOT) to affirm an award in the amount of $82,000 from the Formula Grants for Rural Areas Program (49 U.S.C 5311) for Grant funding Year 2019 operating expenses.

    BUDGETED ACTION:

    No action needed. Grant funds in the amount of $82,000 and the required match of $82,000 are included in the FY18/19 Operating Budget under Budget and Administrative Services Transit Division.

13. FDOT-Block Grant Program

    RECOMMENDED ACTION:

    Approve Agreement with the Florida Department of Transportation (FDOT) to affirm an award in the amount of $377,335 from the Block Grant Program for Grant funding Year 2019.

    BUDGETED ACTION:

    No action needed. Grant funds in the amount of $377,335 and the required match of $377,335 are included in the FY18/19 Operating Budget under Budget and Administrative Services Transit Division.

G. Community Development

No Items.

H. Community Services

Parks and Natural Resources

1. Agreement to accept donation of flagpole at William R. Gaines Jr. Veterans Memorial Park

RECOMMENDED ACTION:

Approve the agreement between Charlotte County and the William R. Gaines JR., Veteran Memorial Fund, Inc. accepting the donation of a flagpole to be placed at the William R. Gaines Jr. Veterans Memorial Park.

BUDGETED ACTION:

No action needed. The installation of the flagpole will be done under the CIP project "Wm R. Gaines Veterans Memorial Park," as approved in the FY19 budget process. Funding for the flagpole installation is supplied from the Capital Projects Fund, ad valorem.

Recreation

No Items.

Libraries and Historical

No Items.

Community Services

No Items.

I. Economic Development

1. Approve Settlement Agreement with Western Michigan University

RECOMMENDED ACTION:

Request Chairman to execute a Settlement Agreement with Western Michigan University with regard to premature termination of Economic Development Investment Agreement and termination of Sublease.

BUDGETED ACTION:

No action needed. Settlement funds of $400,000 will be received back into the General Fund.

J. Facilities Construction and Maintenance

No Items.

K. Human Resources

No Items.

L. Human Services

No Items.

M. Public Safety

No Items.

N. Public Works

1. Grant Agreement, Burnt Store Road Phase II Construction

RECOMMENDED ACTION:

a) Approve Grant Agreement between the State of Florida Department of Transportation (FDOT), through its Transportation Regional Incentive Program (TRIP), and Charlotte County Board of County Commissioners to assist in funding the construction to widen Burnt Store Road (Phase II) from Zemel Road to Notre Dame Blvd (Scham Road); and

b) Approve Resolution authorizing the Chairman to execute the grant agreement and the

County Administrator to execute all necessary documents related to the grant agreement.

BUDGETED ACTION:

No action needed. Budgeted in approved CIP project "Burnt Store Road Phase 2 Widening from Notre Dame to Zemel." Budget will be adjusted during the FY20 budget process to include additional $1,000,000 in grant funding. Although no match is required, local participation for this project is $29,400,000.

2. Traffic Calming Options on Various Roads

RECOMMENDED ACTION:

a) Approve staff to move forward with development of traffic calming options for Fruitland Road, **Apple Valley Avenue and Brookhaven Terrace**; and
b) Bring back to the Board for consideration.
****Change, Updated Title, Updated Wording, 5/9/19****

BUDGETED ACTION:

No action needed.

O. Tourism Development

No Items.

P. Utilities

1. Authorize Additional Utility Vehicles

RECOMMENDED ACTION:

Authorize the addition of six vehicles to the County's Fleet (Rolling Stock) and approve budget adjustment Number BA19-027 in the amount of $211,000.

BUDGETED ACTION:

No action needed. Funding for this expenditure comes from the Utilities Operations & Maintenance fund.

Q. Other Agencies

No Items.

REGULAR AGENDA

R. Regular Agenda

1. 2019 Florida International Airshow Request for In-kind funding

Tourist Development

a) Review and approve in-kind services application: 2019 Florida International Airshow; and
b) Authorize the Chairman to execute the in-kind Event Funding Agreement. Value of in-kind services requested: $50,000.

2. Exclusive Franchise Agreement with Waste Management

Public Works

Approval of the Franchise Agreement with Waste Management.

3. Fire Station 10 Site Selection

Facilities Management

a) Approve and accept Fire Station 10 future site evaluation report, as amended; and
b) Authorize Chairman to execute a resolution for Real Estate Services Manager, or designee, to proceed with necessary steps to negotiate and submit purchase and sale agreement for Board approval.

4. Resolution Lake Okeechobee operations

   Commission Office

   Approve Resolution related to the re-evaluation of Lake Okeechobee operations by the U.S. Army Corps of Engineers (Corps).

5. Renaming of Harbor Walk Public Access Walkway

   Economic Development

   Adopt Resolution to rename Harbor Walk public access walkway as Riverwalk.

6. County Event Support

   Community Services

   Discussion and direction on Event Funding and In-Kind policies.

7. Economic Development Director Hiring

   Commission Office

   a) Discussion and direction on the Economic Development Director hiring timeline; and
   b) Set skype interviews for May 20, 2019 at 9:00 a.m. as previously discussed.

8. 18-530, Live Oak Shoreline, Approve Change Order #1 (Facilities)

   Purchasing

   Approve ~~the funding of~~ Change Order #1, to Contract #18-530, Live Oak Parks Restoration, in the amount of $49,931.64 **with V & H Construction of Fort Myers, Florida** using TIF funds. This is for additional work required for the complete restoration.
   ****Change, Updated wording, 5/8/19****
   ****Change, Moved to Regular Agenda, Item R-8, 5/13/19****

PUBLIC HEARING AGENDA

S. 10:00 A.M. Public Hearing

No Items.

PRESENTATION AGENDA

T. 10:00 A.M.

No Items.

CITIZEN INPUT - ANY SUBJECT

Anyone wishing to address the Board during this portion of the meeting must state their name for the record. Remarks, on any County related subject, shall be limited to 3 minutes (max) and shall be addressed to the Commission as a body,

and not to individual members. There will not be any discussion.

AA. County Administrator

BB. County Attorney

CC. Commissioner Comments

Ken Doherty, District 1, Chairman
Bill Truex, District 3, Vice-Chairman
Christopher Constance, District 2
Stephen R. Deutsch, District 4
Joseph Tiseo, District 5

Board of County Commissioners
Schedule of Future Closures/Hearings/Workshops

Tuesday, May 21, 2019	9:00 a.m.	Board of County Commissioners Monthly Workshop	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, May 21, 2019	2:00 p.m.	Focus Area Workshop #2	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, May 23, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, May 28, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 4, 2019	2:00 p.m.	Focus Area Workshop #3	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, June 06, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Thursday, June 06, 2019	2:30 p.m.	Focus Area Workshop #4	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 11, 2019	9:00 a.m.	Board of County Commissioners Regular Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 18, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners	Murdock Administration Center 18500 Murdock Circle,

		Monthly Workshop	Commission Chambers Room #119, Port Charlotte
Tuesday, June 18, 2019	9:00 a.m.	Board of County Commissioners Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, June 20, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, June 25, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Monday, July 8, 2019	9:00 a.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, July 9, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, July 16, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Monthly Workshop	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, July 16, 2019	2:00 p.m.	*****Rescheduled to Wednesday July 17***** Presentation of Tentative Budget	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Wednesday, July 17, 2019	2:00 p.m.	*****Rescheduled from July 16***** Presentation of Tentative Budget	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Wednesday, July 17, 2019	5:01 p.m.	MSBU Public Hearing	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, July 18, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Thursday, July 18, 2019	5:01 p.m.	MSBU Public Hearing - Tringali	Tringali Park Recreation Center, 3460 N. Access Road, Englewood
Tuesday, July 23, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, July 30, 2019	9:00 a.m.	*****Rescheduled to Tuesday August 6***** Board of County Commissioners Utilities Quarterly Update Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
		*****Rescheduled from July***	Murdock Administration Center

Tuesday, August 6, 2019	9:00 a.m.	***30*** Board of County Commissioners Utilities Quarterly Update Meeting	18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, August 08, 2019	1:30 p.m.	**CANCELED** Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, August 13, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Regular Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, August 20, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Monthly Workshop	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, August 22, 2019	1:30 p.m.	**CANCELED** Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, August 27, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday,September 05, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Monday, September 9, 2019	5:01 p.m.	First Budget Public Hearing	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, September 10, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, September 17, 2019	9:00 a.m.	Board of County Commissioners Monthly Workshop	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday,September 19, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Monday, September 23, 2019	5:01 p.m.	Final Budget Public Hearing	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, September 24, 2019	9:00 a.m.	Board of County Commissioners Regular Meeting	Murdock Administration Center 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, October 03, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center 18500 Murdock Circle, Building B, Room #106-B, Port

Charlotte

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

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1 DEPARTMENT MAKING REQUEST

Proclamations - Commissioner Bill Truex

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Artist of the Month - Christine Brunette
Charlotte Trauma Awareness Month
El Jobean Pre-Memorial Day Remembrance Celebration
Emergency Medical Services Week
Girl Scout Leadership Week
Ken Roberson Day
Memorial Day
Mental Health Month
Military Heritage Museum's Memorial Day
National Drug Court Month
National Safe Boating Week
OCEAN's Sunflower Senior Appreciation Month
Water Safety Month

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Proclamation-_Artist_of_the_Month-_May_Christine_Brunette.pdf	Artist of the Month- May Christine Brunette	4/29/2019	Backup Material
Proclamation-_Charlotte_Trauma_Awareness_Month.pdf	Charlotte Trauma Awareness Month	4/29/2019	Backup Material
Proclamation-_El_Jobean_Pre-Memorial_Day_Remembrance_Celebration.pdf	El Jobean Pre-Memorial Day Remembrance Celebration	4/29/2019	Backup Material
Proclamation_-_EMS_Week.pdf	Emergency Medical Services Week	4/29/2019	Backup Material
Proclamation-_Girl_Scout_Leadership_Week.pdf	Girl Scout Leadership Week	4/30/2019	Backup Material
Proclamation-_Ken_Roberson.pdf	Ken Roberson Day	4/30/2019	Cover Memo
Proclamation-_Memorial_Day.pdf	Memorial Day	5/7/2019	Backup Material
Proclamation-_Mental_Health_Month.pdf	Mental Health Month	4/29/2019	Backup Material
Proclamation-_Military_Heritage_Museum_Memorial_Day.pdf	Military Heritage Museum's Memorial Day	5/7/2019	Backup Material
			Backup

Proclamation-_National_Drug_Court_Month.pdf	National Drug Court Month	4/29/2019	Material
Proclamation-_National_Safe_Boating_Week.pdf	National Safe Boating Week	4/29/2019	Backup Material
Proclamation-_OCEAN_s_Sunflower_Senior_Appreciation_Month.pdf	OCEAN's Sunflower Senior Appreciation Month	4/29/2019	Backup Material
Proclamation-_Water_Safety_Month.pdf	Water Safety Month	4/29/2019	Backup Material

Charlotte County Florida

PROCLAMATION

WHEREAS

WHEREAS,

WHEREAS

WHEREAS

WHEREAS

NOW, THEREFORE, BE IT PROCLAIMED

Christine Brunette
Arts and Humanities Council Artist of the Month

Charlotte County Florida

PROCLAMATION

WHEREAS, [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

Charlotte Trauma Awareness Month

[illegible]

Charlotte County Florida

PROCLAMATION

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible] *Memorial Day* [illegible]

WHEREAS [illegible]

WHEREAS [illegible] *Constitution* [illegible] *Bill of Rights* [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

El Jobean Pre-Memorial Day Remembrance Celebration

[illegible]

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

Emergency Medical Services Week

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible] 100 [illegible]

WHEREAS [illegible] programming that speaks to today's girls and is designed to cater to the strengths of girls' leadership [illegible] 21 [illegible]

WHEREAS [illegible]

WHEREAS [illegible] 12 [illegible]

WHEREAS [illegible] 0 [illegible] 2 [illegible] 00 [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible] M [illegible] 1 [illegible] 201 [illegible]

Girl Scout Leadership Week

[illegible]

[illegible] D [illegible] D [illegible] D [illegible] D [illegible] 1 [illegible] M [illegible] 201 [illegible]

[illegible] RD [illegible] MM [illegible] R [illegible]

[illegible] R [illegible] R D [illegible]

[illegible]

[illegible] D [illegible] r [illegible]

[illegible] R [illegible] D [illegible] RM [illegible]

[illegible]

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[illegible] rd [illegible] r [illegible]

[illegible] R [illegible] d [illegible] dr [illegible] d [illegible] r [illegible] r [illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible] at the end of their life's journey [illegible]

WHEREAS [illegible]

WHEREAS, [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

Ken Roberson Appreciation Day

[illegible]

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible] *Constitution* [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

Memorial Day

[illegible]

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS mental health is essential to everyone's overall health and well [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible] M [illegible] 201 [illegible]

Mental Health Month

[illegible]

[illegible] D [illegible] D [illegible] D [illegible] D [illegible] 1 [illegible] d [illegible] M [illegible] 201 [illegible]

[illegible] RD [illegible] MM [illegible] R [illegible]

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[illegible] rd [illegible] r [illegible]

[illegible] R [illegible] d [illegible] dr [illegible] d [illegible] r [illegible] r [illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible] M[illegible] 2[illegible]201[illegible]

Military Heritage Museum's Memorial Day

[illegible] um's Memorial Day ceremony to be held at the [illegible] M[illegible] 2[illegible]201[illegible] 11[illegible]00[illegible]

[illegible] D[illegible] 1[illegible]d[illegible] M[illegible]201[illegible]

[illegible] RD[illegible] MM[illegible] R[illegible]

[illegible] R[illegible] R[illegible]D[illegible]

[illegible]

[illegible] R[illegible] D[illegible] RM[illegible]

R[illegible]r[illegible]D[illegible]

[illegible]

[illegible] R[illegible] [illegible]d[illegible]dr[illegible]d[illegible]r[illegible]r[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

National Drug Court Month

[illegible]

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible] styles of years past and deserve a fresh look by today's boating public; and

WHEREAS [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible]

National Safe Boating Week

[illegible] "R[illegible]" We urge all boaters to practice safe b[illegible] [illegible]imes, remembering: "[illegible] and Wear It."

[illegible]

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible] "*OCEAN*" [illegible]

WHEREAS [illegible] *OCEAN* [illegible]

WHEREAS [illegible] *OCEAN* [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible] 201 [illegible]

OCEAN'S Sunflower Senior Appreciation Month

[illegible]

[illegible]

[illegible]

Charlotte County Florida

PROCLAMATION

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible]

WHEREAS [illegible] recreation industries, The American Red Cross, Water Safe SW Florida, the Safe Kid's Coalition of Charlotte County and the World's Largest Swim Lesson; and [illegible]

WHEREAS [illegible]

NOW, THEREFORE, BE IT PROCLAIMED [illegible] M [illegible] 201 [illegible]

Water Safety Month

[illegible]

[illegible] D [illegible] D [illegible] D [illegible] D [illegible] 1 [illegible] d [illegible] M [illegible] 201 [illegible]

[illegible] RD [illegible] MM [illegible] R [illegible]

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[illegible] R [illegible] D [illegible] RM [illegible]

R [illegible] r D [illegible]

[illegible] R [illegible] d [illegible] dr [illegible] d [illegible] r [illegible] r [illegible]

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

---

1 DEPARTMENT MAKING REQUEST

Employee Recognition

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Name	Department
5 Years	
Lorene Armaral	Utilities
Thurman Owens, Jr.	Utilities
Ellen Pinder	Public Safety
Felix Reynoso	Utilities
Sara Weber	Public Safety
Wendy Welsh	Community Development
Luke West	Utilities
15 Years	
Joseph Bonner	Public Works
James Leitz	Public Safety
Anthony Messina	Public Safety
Michael O'Connell	Public Works
Mark Pelletier	Public Safety
Thomas Peters	Public Works
Dwayne Smith	Public Works
Gloyd Stadel III	Public Safety
20 Years	
Felix Hernandez	Public Safety
William MacDonald	Community Services
25 Years	
Danny White	Human Services
30 Years	
Judy Hunter	Utilities

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

---

1 DEPARTMENT MAKING REQUEST

Committee Vacancies

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

The following **MSBU/TU Advisory Boards** are seeking volunteers who must be both a property owner within and reside within the Unit. Submit applications to Public Works Department, 7000 Florida Street, Punta Gorda, FL 33950; call 941.575.3600 or e-mail MSBU-TU@CharlotteCountyFL.gov.

- **Boca Grande Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Gardens of Gulf Cove Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Greater Port Charlotte Street & Drainage Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2021.
- **Grove City Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Harbour Heights Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Manasota Key Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Mid-Charlotte Stormwater Utility Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.
- **Northwest Port Charlotte Waterway Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.
- **Pirate Harbor Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Rotonda Sands North Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

---

1 DEPARTMENT MAKING REQUEST

Committee Vacancies

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Beaches and Shores Advisory Committee is seeking one volunteer to serve as a member-at-large. Volunteer must be resident/elector of Charlotte County and have coastal knowledge or technical expertise in beach management or beach preservation. Term will expire on December 31, 2022. Committee meets the first Thursday of each month at 9:00 am in Building Construction Services conference room, 18400 Murdock Circle, Port Charlotte. To obtain an application, please contact Diane Whidden at 941-743-1300 or email Diane.Whidden@CharlotteCountyFL.gov

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

---

1 DEPARTMENT MAKING REQUEST

Reports Received And Filed

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

2018 Utilities Department Annual Report

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement
None.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This Annual Report is prepared and submitted to fulfill the requirements of Section 153.75, Florida Statutes and the Revenue Bonds issued by Charlotte County.

The report also informs the public as to the status of the Utility.

ATTACHMENTS:

File Name	Description	Upload Date	Type
2018_CCU_Annual_Report_Part_1.pdf	CCU Annual Report - Part 1	4/2/2019	Backup Material
2018_CCU_Annual_Report_Part_2.pdf	CCU Annual Report - Part 2	4/2/2019	Backup Material

CHARLOTTE COUNTY
FLORIDA

Charlotte County Utilities Department

2018 Annual Report
March 2019

Prepared by

JonesEdmunds

2018 ANNUAL REPORT

Prepared for:

Charlotte County Utilities Department

25550 Harborview Road, Suite 1

Port Charlotte, Florida 33980

Prepared by:

Jones Edmunds & Associates, Inc.

824 S. Hyde Park Avenue

Tampa, Florida 33606

Certificate of Engineering Authorization #1841

Jones Edmunds Project No.: 03405-029-02

March 2019

LISA ROBINSON RHEA
LICENSE
No. 69210
3/28/2019
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Lisa R. Rhea, PE
Florida PE No.: 69210

SIGN-OFF SHEET

This document, entitled 2018 Annual Report, was prepared by Jones Edmunds & Associates, Inc. with the assistance of Charlotte County Utilities Department. Some information included was collected during Jones Edmunds' field observations of facilities. Other information, including financial and statistical information, was provided by Charlotte County Utilities Department staff. The material in the report reflects Jones Edmunds' best judgment in light of the information available to it at the time of preparation. Any use that a third party makes of this report, or any reliance on or decisions made based on it, are the responsibilities of such third parties. Jones Edmunds accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Prepared by:

Lisa R. Rhea, PE

Reviewed by:

Thomas W. Friedrich, PE, BCEE

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ABBREVIATIONS AND ACRONYMS

Abbreviation	Definition
AAD	Annual Average Day
AADF	Annual Average Daily Flow
AC	Asbestos Cement
AMI	Advanced Metering Infrastructure
ARV	Air-Release Valve
ASR	Aquifer Storage and Recovery
ATS	Automatic Transfer Switch
AWWA	American Water Works Association
BCC	Board of County Commissioners
BFP	Belt Filter Press
CAR	Capacity Analysis Report
CBOD	Carbonaceous Biochemical Oxygen Demand (5 day)
CCC	Chlorine Contact Chamber
CCR	Consumer Confidence Report
CCU	Charlotte County Utilities
CCTV	Closed-Circuit Television
CDL	Commercial Driver's License
cfm	Cubic Foot per Minute
CHWA	Charlotte Harbor Water Association
CIP	Capital Improvement Program
CMMS	Computerized Maintenance Management System
CR	County Road
CRA	Community Redevelopment Area
DMR	Discharge Monitoring Report
DO	Dissolved oxygen
EAMS	Enterprise Asset Management System
EPA	U.S. Environmental Protection Agency
EPLAB	East Port Laboratory
EQ	Equalization
ERU	Equivalent Residential Unit
EWD	Englewood Water District
°F	Degrees Fahrenheit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOH	Florida Department of Health
FOG	Fats, Oils, and Grease
FSAWWA	Florida Section of AWWA
FY	Fiscal Year
GIS	Geographical Information System
GIWA	Gasparilla Island Water Association

Abbreviation	Definition
gpd	Gallons Per Day
gpm	Gallons Per Minute
GPS	Global Positioning System
GST	Ground Storage Tank
HDPE	High Density Polyethylene
HMI	Human Machine Interface
HOA	Homeowner Association
HP	Horsepower
HSP	High-Service Pump
I&C	Instrumentation and Controls
I/I	Inflow/Infiltration
IR	Internal Recycle
IW	Injection Well
kVA	Kilovolt-Ampere
kW	Kilowatt
LES	Liquid Environmental Solutions
LIMS	Laboratory Information Management System
LPS	Low-Pressure Sewer
LS	Lift Station
LTF	Leachate Treatment Facility
MBR	Membrane Bioreactor
MCC	Motor Control Center
MG	Million Gallon
mg/L	Milligrams Per Liter
MGD	Million Gallons Per Day
MIT	Mechanical Integrity Test
mL	Milliliters
MLE	Modified Ludzack-Ettinger
MLSS	Mixed Liquor Suspended Solids
MLVSS	Mixed Liquor Volatile Suspended Solids
MSBU	Municipal Service Benefit Unit
NEC	National Electrical Code
NELAP	National Environmental Laboratory Accreditation Program
NFPA	National Fire Protection Association
O&M	Operations and Maintenance
ORP	Oxygen Reduction Potential
OSHA	Occupational Safety and Health Administration
PAC	Powdered-Activated Carbon
PACT	Powdered-Activated Carbon Treatment
PLC	Programmable Logic Controller
PPM	Parts Per Million
PRMG	Public Resource Management Group

Abbreviation	Definition
PRMRWSA	Peace River/Manasota Regional Water Supply Authority
PRMRWSF	Peach River/Manasota Regional Water Facility
psi	Pounds Per Square Inch
PVC	Polyvinyl Chloride
PWS	Potable Water System
QCM	Quality Control Manual
RAS	Return Activated Sludge
RCW	Reclaimed Water
RO	Reverse Osmosis
ROW	Right-Of-Way
RTS	Regional Transmission System
RTU	Radio Telemetry Units
SCADA	Supervisory Control and Data Acquisition
SO	Service Order
SOP	Standard Operating Procedure
SR	State Road
SRF	State Revolving Fund
SWFWMD	Southwest Florida Water Management District
TDH	Total Dynamic Head
TDS	Total Dissolved Solids
TMADF	Three-Month Average Daily Flow
TMDL	Total Maximum Daily Load
TNI	The National Environmental Laboratory Accreditation Conference Institute
TSS	Total Suspended Solids
UCMR4	Unregulated Contaminant Monitoring Rule
µS/cm	Micro Siemens Per Centimeter.
UF/IFAS	University of Florida/Institute for Food and Agricultural Sciences
UV	Ultraviolet
VFD	Variable Frequency Drive
WAS	Waste-Activated Sludge
WBS	Water Booster Stations
WRF	Water Reclamation Facility
WUP	Water Use Permit
WTP	Water Treatment Plant

GLOSSARY

Term	Description
Activated sludge	A process for treating wastewater using air and a biological floc to reduce the organic content of the wastewater.
Annual average daily flow (AADF)	The total volume of wastewater flowing into a wastewater facility, or water flowing from a water facility, during any consecutive 365 days, divided by 365.
Backflow prevention	A physical means to keep water from flowing back into a water system once it is discharged from the system. Examples are air gaps, double check valve assemblies, and reduced pressure zone devices.
Consumer Confidence Report (CCR)	An annual water quality report, required by the US Environmental Protection Agency and Florida Department of Environmental Protection, distributed to the customers of a water utility.
Cross-connection	Any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of unknown or unsafe quality that may be capable of imparting contamination to the public water supply as the result of backflow.
Deep injection well	A well, drilled into a confined, non-potable aquifer for disposal of treated wastewater.
Diurnal flow	The cumulative flow plotted against the time of day for a consecutive 24-hour period.
Force main	A pressure pipe joining the pump discharge at a wastewater pumping station with a point of gravity flow.
Gravity sewer	Piping installed at a gradual incline (slope) that allows wastewater to flow exclusively by the energy of gravity.
Headworks	The “front end” of a wastewater treatment plant that removes items from the wastewater that cannot be removed by the treatment process.
Lift station (pumping station)	A structure equipped with pumps to impart energy to convey wastewater through a force main.
Low pressure sewer	An alternative to gravity sewers that requires a small pump at each property. Piping is small and shallow and can be constructed to follow the contours of the land, as opposed to deeper and larger pipes necessary to accommodate the slopes required for gravity sewers.
Peak day flow	The largest volume of wastewater flowing into a wastewater facility, or water flowing from a water facility, during any consecutive 24-hour period.
Peak hour flow	The largest volume of wastewater flowing into a wastewater facility, or water flowing from a water facility, during any consecutive 1-hour period.

Term	Description
Public-access reclaimed water	Treated wastewater meeting the requirements of Chapter 62-610, Part III of the Florida Administrative Code for application on areas accessible to the general public.
Restricted-access reclaimed water	Treated wastewater meeting the requirements of Chapter 62-610, Part II of the Florida Administrative Code for application on areas where access by the general public is controlled and infrequent.
Reverse osmosis	A water treatment method that uses pressure and a semi-permeable membrane to purify water.
Three-month average daily flow	The total volume of wastewater flowing into a wastewater facility or water flowing from a water facility during a period of three consecutive months, divided by the number of days in this 3-month period.
Vacuum sewer	A mechanized system of wastewater transport that relies on differential air pressure to move wastewater. Vacuum pumps maintain a negative pressure on the collection system. The differential pressure between atmosphere and vacuum is the driving force that conveys wastewater through the system.

EXECUTIVE SUMMARY

INTRODUCTION

The Charlotte County Utilities (CCU) 2018 Annual Report updates the public and bond holders on the utility system's status and provides CCU staff with a tool for planning capital projects and improving operations. The report provides a high-level review and update of CCU's administration organization, financial information, major events, and capital improvement program (CIP) projects and the conditions and recommendations for the water treatment plants, water distribution systems, wastewater collection systems, wastewater treatment facilities, and reclaimed water (RCW) distribution systems.

ADMINISTRATION

The current five-tier rate structure was approved in 2006 by the Board of County Commissioners (BCC) and is considered appropriate for providing services to current customers. On June 24, 2014, the BCC approved a rate increase (water 0.75 percent, wastewater 6 percent) for fiscal years (FYs) 2015, 2016, and 2017.

In 2010, CCU began transitioning to a new fixed-base water meter system that allows CCU staff to access real-time data via central data collectors. This technology offers several advantages to customers and CCU staff including enhanced leak detection, the ability to address customer issues more promptly, and the ability to turn meters off/on remotely. The new meters and transponders have a 20-year warranty, increasing the expected life of the meters by 10 years. At the end of FY 2018, 96.1 percent of the customer accounts were served by the fixed-base meter system.

Since July 2014, CCU offers customers electronic billing and payment options. In 2018, approximately 55 percent of customers paid their bills electronically and 33 percent of CCU customers received their bills electronically.

The total Operations and Maintenance (O&M) revenue for FY 2018 was:

- $68,440,929 (water and wastewater services)
- $ 2,186,679 (connection charges)
- $ 6,039,922 (connection fees)

In FY 2018, CCU continued to see growth with the number of active water services increasing by 1.02 percent (from 58,775 to 59,792 services) and the number of active wastewater services increasing by 0.88 percent (from 36,325 to 36,649 services).

WATER TREATMENT PLANTS

CCU has two water supply sources for its two independent public water systems (PWSs). CCU purchases treated water from the Peace River/Manasota Regional Water Supply Authority (PRMRWSA) for the consecutive PWS which serves Mid/West County. The PRMRWSA owns, operates, and maintains the Peace River/Manasota Regional Water Supply Facility (PRMRWSF), which has its own water use permit and provides treated surface water to neighboring counties. Charlotte County's allocation of the PRMRWSA-produced water is

16.1 million gallons per day (MGD) Annual Average Daily Flow (AADF), 19.32 MGD for the peak month, and 22.54 MGD for the maximum day. CCU is using approximately 64 percent of the water allocated by the PRMRWSA under AADF conditions.

CCU also owns and operates the Burnt Store Reverse Osmosis (RO) Water Treatment Plant (WTP), which produces water to serve the South County distribution system. The Burnt Store RO WTP operates under Water Use Permit No. 3522, which expires in 2033. As currently configured, the Burnt Store RO WTP capacity is 3.61 MGD and has 1.5 MG of storage. On average, the Burnt Store RO WTP is operating at approximately 15 percent of its design capacity. Raw water is supplied by six water production wells. Concentrate from the treatment process is disposed of into two onsite deep injection wells with a combined capacity of 3.44 MGD. The primary recommendations for the Burnt Store RO WTP include addressing piping and end cap leaks, evaluating the timing for cleaning/replacing membranes, and completing the GST cleaning and inspections.

WATER DISTRIBUTION

Chapter 4 reviews and discusses CCU's distribution system infrastructure for its two independent PWSs. In FY 2018, CCU replaced 3,047 water meters, installed 808 new advanced metering infrastructure (AMI) water meters, replaced 13 hydrants, repaired 146 hydrants, performed maintenance activities (including exercising, flow testing, and painting) on 505 hydrants, repaired 69-line breaks on pipes 3 inches diameter or larger, replaced 13 valves, and performed maintenance activities on 1,851 valves throughout the Mid/West County and South County distribution systems. The 2018 Consumer Confidence Reports confirm that the water delivered by both CCU water distribution systems meets or exceeds regulatory quality requirements.

At the end of FY 2018, the Mid/West County distribution system consisted of approximately 1,400 miles of water main, four water-booster pumping stations (WBS) with ground storage tanks (GSTs), one chemical booster station, eight supply interconnects with PRMRWSA, and seven emergency interconnects with neighboring water utilities. The current total GST capacity for this system is 10 million gallons (MG). The PRMRWSA also has an additional 12 MG of storage capacity available to the Authority members for emergency fire flow or for general distribution during temporary loss of treatment at the PRMRWSF. For FY 2018, the total unaccounted-for water loss for the Mid/West County distribution system was 6.95 percent. The Mid/West County distribution system recommendations include performing a load study at each WBS, applying arc flash labeling on appropriate equipment, increasing the resiliency at the Gulf Cove WBS by replacing the Myakka River water main, and continuing to maintain and/or upgrade the WBSs and GSTs as necessary.

At the end of FY 2018, the South County distribution system consisted of 64 miles of water main and has no interconnects with neighboring water utilities. For FY 2018, the total unaccounted-for water loss for the South County system was 20 percent. Annual water loss over 10 percent for the South County system triggered a water audit, which includes a plan to mitigate the high loss. CCU, in concert with the Southwest Florida Water Management District (SWFWMD), has been conducting a leak detection study in South County. During FY 2018, CCU reduced the system pressure to reduce leaks and continues to investigate the issue by checking meters and the water accounting system's accuracy. Recommendations for the South County system include continuing to replace the old "class" PVC pipes with new

C-900 PVC pipes to mitigate leaks in the system, continuing to develop a computerized hydraulic model for the distribution system, and continuing to identify sources of unaccounted-for water loss throughout the system.

WASTEWATER COLLECTION

Chapter 5 presents the CCU wastewater collection system, which currently serves 36,649 customer accounts in four distinct collection areas. The total collection system consists of 379.6 miles of gravity sewer, 299.9 miles of low-pressure sewers (LPSs), 23.9 miles of vacuum sewer, 264.1 miles of force main, serviced 310 lift stations of which 13 are under service contracts from other Charlotte County departments, and approximately 7,683 manholes. CCU also owns tanker trucks that are available to haul wastewater from lift stations to the treatment plants during emergencies. The complete wastewater collection system was hydraulically modeled using SEWERGEMS™ as part of a County-wide wastewater master plan. As part of the master plan, the model was last updated but not calibrated in FY 2018.

During FY 2018, all lift stations were maintained in working order. Recommendations for the CCU wastewater collection system include continuing to rehabilitate lift stations, continuing to use the hydraulic modeling to assess the need for upgrades, continuing to televise and repair gravity sewers and manholes, and installing odor-control systems at lift stations that are significantly impacted by sewer gases.

WASTEWATER TREATMENT FACILITIES

Chapter 6 includes an overview and discussion of CCU's state-certified laboratory, water reclamation facilities (WRFs), and leachate treatment facility. The East Port Laboratory (EPLAB) conducts most water quality testing for the County's facilities. In FY 2018, the laboratory processed more than 36,581 test results including on-site analyses and additional off-site testing. The EPLAB implemented Laboratory Information Management System (LIMS) – a data management software that generates paper documentation forms and sample identification numbers to record and track test results. The tracking system also monitors quality control results and chemical use to manage ordering of supplies. To verify the LIMS operation was reliable, the original paper tracking system continued until late 2017. The paper tracking system is still better suited for certain data analysis management than the electronic tracking.

EPLAB has excellent record of scoring high – within two standards of deviation of the national average of all laboratories – on Proficiency Testing (PT) required to maintain Laboratory Certification. During FY 2018, the laboratory obtained a certificate for the analysis of chloride. Recommendations for EPLAB improvements include continuing to expand the use of the LIMS within its capabilities, including using bar codes to track samples from collection to results posting, and seeking certification for potable water Total Dissolved Solids (TDS) and Sulfate.

CCU also owns and operates four WRFs for treating municipal wastewater and one landfill leachate treatment facility. Table ES-1 summarizes permit information and current percent permit capacity associated with each facility. The WRFs are complex plants that require continual repair and maintenance. The main recommendation for each facility includes completing the upgrades at the East Port WRF, rehabilitating the sedimentation equipment at

the West Port WRF, and beginning the planning for the Burnt Store WRF upgrades. Chapter 6 of this report provides more detailed information and an extensive list of recommendations.

Table ES-1 CCU WRFs Flow and Capacity Statistics

Facility	Permitted Capacity (MGD AADF)	AADF[1] (MGD)	Maximum TMADF[2] (MGD)	Permitted Operating Capacity[1] (%)	TMADF Operating Capacity[2] (%)
East Port WRF	6.00*	4.60	6.058	77	101
West Port WRF	1.20	0.68	0.771	56	64
Rotonda WRF	2.00	1.09	1.464	54	73
Burnt Store WRF	0.50	0.30	0.381	60	76
Zemel Road Landfill Leachate Facility	0.15	0.06	NA	50	50

Notes: * Design of upgrades will begin in FY 2019 for an increase to 9.0 or 12.0 MGD.

[1] Based on the AADF/Permitted Capacity

[2] Based on the highest 3-month average daily flow (TMADF)/Permitted Capacity which is used to help determine when a facility should begin planning for expansion.

RECLAIMED WATER DISTRIBUTION SYSTEM

Chapter 7 discusses CCU's reclaimed water (RCW) distribution system. CCU continues to encourage the beneficial use of RCW, a resource produced by the four WRFs. CCU developed a Master Reuse System in Mid/West County, which is fed RCW from the East Port, West Port, and Rotonda WRFs. The Master Reuse System contains approximately 60 miles of transmission mains, three booster stations, three GSTs, and 20 MG of additional storage capacity at the West Port WRF storage ponds. An additional 95 MG of storage was added at the East Port WRF with the conversion of an existing reject pond to a reclaim storage pond. The Master Reuse System infrastructure is in good condition. CCU's primary focus is to continue expanding the system to serve additional customers.

The South County RCW distribution system consists of one 3-mile-long transmission main that serves three large user customers. The infrastructure of the systems is in good condition, although some improvements are required at the Burnt Store WRF which will be done under the proposed WRF Expansion Project.

The primary recommendations for the RCW distribution system are to develop a comprehensive operating protocol for the Master Reuse System, evaluate the installation of a mechanical actuator on the system control valve at the West Port WRF, and consider adding RCW storage at the Burnt Store WRF as part of the plant upgrade planning.

ENGINEERING

As Charlotte County's population continues to grow, CCU's ability to develop plans that address the projected growth is vital. The Engineering Division develops CIP projects for CCU's water, wastewater, and RCW infrastructure systems. Table ES-2 summarizes FY 2018 capital improvement budget dollars and expenditures for the three infrastructure sectors. Details of the capital improvement budget and expenditures are contained in Chapter 8 of this report.

Table ES-2 FY 2018 Capital Improvement Budget and Expenditures

Infrastructure Sector	Budget	Expenditure
Water	$13,910,000	$ 5,530,000
Wastewater	$58,363,000	$20,155,000
Reclaimed Water	$ 9,704,000	$ 3,507,000

CONSOLIDATED RECOMMENDATIONS

Chapter 9 consolidates all recommendations discussed throughout this Annual Report for each CCU water, wastewater, and RCW facility visited.

1 INTRODUCTION

1.1 PURPOSE AND SCOPE

The Charlotte County Utilities Department (CCU) prepares an Annual Report to provide the public with a utilities status update and to fulfill Revenue Bonds requirements. The bonds issued to Charlotte County require that the County retain the services of a licensed professional engineer to verify the quality of CCU's operation. The bond covenant states:

> *The Issuer shall at all times employ Consulting Engineers, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer under this Resolution, and also to review the construction and operation of the System at least once a year, and, not more than 120 days prior to the end of each Fiscal Year, to submit to the Issuer a report with recommendations as to the proper maintenance, repair and operation of the System during the ensuing Fiscal Year, including recommendations for expansion and additions to the System to meet anticipated service demands, and an estimate of the amount of money necessary for such purposes. Copies of such reports, recommendations and estimates made as here in above provided shall be filed with the issuer for the inspection by bondholders, if such inspection is required.*

Table 1-1 summarizes the principal balances for CCU bonds as of March 2019.

Table 1-1 Principle Balances on CCU Bonds by FY 2018

Bond Issues	Original Issuance	Current Debt	Comments
2008 Bond	Wastewater Expansion – 1998	$ 21,280,000	Wastewater Expansion Program
2011 Bond	Refinance – 2011	$ 34,085,000	Refinanced Debt
2013 Bond	Refinance – 2003A	$ 19,495,000	Refinanced Debt
2016 Bond	Refinance – 2006 & part of 2011	$ 20,850,000	Refinanced Debt
	Total Current Bond Debt	$ 95,710,000	
	State Revolving Fund Debt	$ 4,293,121	
	Total Long-Term Debt	$100,003,121	

The Report is divided into the following chapters:

1. **Introduction:** General information concerning the report's preparation.
2. **Administration**: Charlotte County government structure and CCU's organization, administration programs, and financial information.
3. **Water Treatment Plants**: Description and records concerning the purchase and production of potable water and the general condition of the components.
4. **Water Distribution System**: Description of water distribution system and the general condition of components.

5. **Wastewater Collection:** Description and records concerning the collection of wastewater and the general condition of components.

6. **Wastewater Treatment Facilities**: Description and records concerning the facilities used to treat wastewater and leachate and the general condition of the components.

7. **Reclaimed Water Distribution System**: Description of reclaimed water (RCW) distribution system and the general condition of the components.

8. **Engineering**: The status of the water, wastewater, and reclaimed water Capital Improvement Program (CIP) projects and a summary of the major engineering reports completed for the County.

9. **Consolidated Recommendations**: Summary of planning recommendations, capital improvements, and operation and maintenance items for the water, wastewater, and reclaimed water systems.

1.2 AUTHORITY

Jones Edmunds' preparation of the Fiscal Year (FY) 2018 Annual Report is authorized by Charlotte County Purchase Order No. 2019001102 for File No. 19-120, Work Order No. 17.

1.3 DEMOGRAPHICS

Charlotte County is on the southwest coast of Florida about 96 miles south of Tampa. It covers 694 square miles and contains about 126 miles of waterways. With an elevation ranging from 5 to 25 feet above sea level, Charlotte County enjoys a sub-tropical climate where the extreme temperatures of both summer and winter are subdued by the prevailing gulf breezes. Numerous upland and aquatic preservation areas occur in the area. Covering an area of 270 square miles and 219 linear miles of protected shoreline, Charlotte County has one of the largest protected marine estuaries.

The Office of Economic and Demographic Research estimated the Charlotte County population in 2018 at 177,987. In 2009, Port Charlotte was named "Best Place to Retire" by *Money* magazine, and the community has received similar recognition from other sources during the past decade.

A large portion of this coastal community's urban development is in the west third of the County, including the barrier islands abutting the Gulf of Mexico. The Port Charlotte planned residential development occupies most of Central County with some house lots having canal access to Charlotte Harbor. A large development known as Rotonda is in the west area of the County. Every lot within Rotonda is within 1/2 mile of a golf course.

A growing area in the extreme south area of the County, near the Lee County border, is known as the Burnt Store Corridor because of its location on and near Burnt Store Road. This area encompasses 8 square miles and is currently only at 15-percent build-out.

Commercial growth along many of the main corridors constitutes over 1,500 acres. Most of the commercial epicenters are along US Highway 41 and in the Murdock area of Port Charlotte. Commercial zones have also developed along Kings Highway, Rampart Boulevard, and State Road (SR) 776. Less than 0.1 percent of the County area consists of industrial development.

The industrial development is primarily within the Community Redevelopment Area (CRA) in Charlotte Harbor.

1.4 MAJOR EVENTS

CCU is an active Charlotte County Department with projects and administrative activities underway. The following sections list significant events occurring for FY 2018.

1.4.1 GENERAL OPERATIONS

- October 1, 2016, marked the final rate increase of a 3-year plan (FY 2015, FY 2016, and FY 2017) approved by the Board of County Commissioners (BCC) in 2014, consisting of consumption rate increases of 0.75 percent for water and 6 percent for sewer in FY 2017. No rate increases occurred in FY 2018.

- The line extension program began in FY 2016 and continued through FY 2018. The program will be phased-out in 2019.

- September 2016, the BCC approved proceeding with a County-wide Sewer Master Plan with Jones Edmunds. The primary goal of the project was to collaboratively develop an initial 15-year plan to implement an affordable, reliable, and efficient wastewater collection and treatment system for a sustainable environment by reducing pollution from septic tanks. The purpose of this effort is to ensure and sustain the quality of natural water resources in Charlotte County, especially Charlotte Harbor, by protecting and providing a safe water supply, a recreational haven, and an environmental resource. The Sewer Master Plan was completed in December 2017 and approved by the BCC.

1.4.2 ENGINEERING

- Continued designing the El Jobean septic-to-sewer conversion.

- Secured additional grant and low-interest funding for various projects through the SWFWMD Cooperative Funding Initiative (CFI) and FDEP State Revolving Fund (SRF) construction loans, respectfully.

- Clerk of the Circuit Court and County Comptroller completed an Internal Audit of CCU's Accounts Receivables in December 2017. The audit consisted of a review of existing operating policies and procedures, County Resolutions, applicable Florida Statues and Florida Administrative Rules for the accounting of receivables.

- Applied for Section 319 Total Maximum Daily Load (TMDL) funding and received legislative funding for the El Jobean septic-to-sewer conversion. No additional TMDL funding was secured in FY 2018.

- With BCC approval, construction crews perform on-site wastewater connections, line extensions, and renewal and replacement work.

- Major construction activities for FY 2018:
  - Construction of East Port WRF Stage 5 Reclaimed Water Improvements including the following: a 95 MG storage pond conversion, 9 MGD High Service Pump Station, 1,500 Kw emergency generator, electrical, instrumentation and control improvements.
  - US 41 Utility Improvements Project – This project is one of four projects intended to expand the water supply to West County. Construction will begin at CR 771 and proceed west (ongoing project).
  - Loveland Grand Master Lift Station and 48-inch Gravity Interceptor Project – Utility crews are constructing a grand master lift station and a major 48-inch wastewater gravity interceptor to transfer wastewater to the East Port WRF. This project will improve the operation and efficiency of a substantial number of lift stations in the mid-County area.
  - Harbor Blvd. Road Widening Utility Improvements.
  - Completed construction of the Cape Drive 12-inch potable water main.
  - Completed construction of Midway Widening Phase 3.
  - Completed Edgewater Drive Phase 2.
  - East and West Spring Lake Wastewater Expansion Project.

- Major design activities for FY 2018:
  - US 41 Water Main Replacement – Project design included the replacement of approximately 2.5 miles of asbestos cement (AC) 12-inch potable water main on the southbound side of US 41 between Midway Boulevard and Enterprise Drive. The design was completed in December 2018.
  - El Jobean East Wastewater Expansion Project.
  - East and West Spring Lake Wastewater Expansion Project.
  - Completed design of the Ingram 24-inch water transmission main from Gasparilla Road to the Rotonda Storage Tank.
  - Completed design of the Myakka Potable Water Booster Station.
  - Completed design of the El Jobean Vacuum Sewer Station.
  - Cape Haze Drive Wastewater Force Main and Reclaimed Water Main.
  - Olean Blvd. and Gertrude Ave. Road Widening Utility Improvements.
  - East Port WRF Request for Proposals.
  - Burnt Store WRF Request for Proposals.
  - Biscayne-Cornelius 16-inch Water Main.
  - North County Regional Park - Lift Station/Force Main.
  - El Jobean Vacuum Sewer Collection System.
  - Deep Creek Sewer Force Main Replacement.
  - Burnt Store Road Widening Phase 2.

1.4.3 Water System Operations

- Provided approximately 3.98 billion gallons of water to 59,792 customers in FY 2018.
- Received 135 MG of Punta Gorda-produced water through the new CCU/Punta Gorda 24-inch interconnect pipe. Distributed 128 MG back to Punta Gorda during their peak demand period.

1.4.4 Wastewater System Operations

- Treated 2.47 billion gallons of wastewater from 36,649 customers in FY 2018.
- Continued the successful program of sewer rehabilitation lining to reduce groundwater infiltration into the collection system. Work included internal TV inspection of gravity sewer, smoke testing, manhole repairs, and service lateral repairs.

1.4.5 RCW System Operations

- Provided irrigation water to eight golf courses, a professional sports park, and numerous residential and commercial customers.

1.4.6 Instrumentation and Control Group

- Provided PLC programming.
- Cross-trained between divisions.
- Installed and calibrated controls.

1.4.7 Operations Data Management

- Began upgrading the operation data management (Wonderware) for all major facilities in FY 2016. Continued installing this software on water and wastewater facility computers during 2017 and 2018.

1.4.8 Reports and Studies

- CCU presented *Charlotte Harbor Water Quality Initiative* to the BCC to show how the sewer expansion program will help improve water quality.
- *Organizational and Operational Audit of Utilities*, KPMG, February 16, 2015. Charlotte County BCC continued KPMG's engagement in FY 2017 to assist CCU to develop and implement Action Plans for the 42 recommendations in the KPMG organizational and operational audit.
- *Deep Creek Force Main Size and Route Report,* Jones Edmunds, November 2016.
- *Charlotte County Water Quality Assessment Phase I: Data Analysis and Recommendations for Long-Term Monitoring*, Florida Atlantic University-Harbor Branch Oceanographic Institute, Marine Ecosystem Health Program, December 2016.
- *Burnt Store Brackish Groundwater Wellfield Study (N605)*, RMA GeoLogic Consultants, Inc., July 2017.

- Facilities Quarterly Reports, Stantec Consulting Engineers, 2018.
- *BODR Myakka Potable Water Booster Station,* Stantec Consulting Engineers, March 2018.
- *Manchester Waterway Boat Lock Removal Plan* in the Alligator Drainage Basin area – In FY 2018, CCU completed an annual compliance report on the status of sewer connections to satisfy a Net Ecosystem Benefit requirement in accordance with Florida Department of Environmental Protection (FDEP) Permit No. 08-0210682-001.
- LA Consulting, Inc. (LAC) submitted the final report for *The Evaluation and Implementation of Maintenance and Operational Processes Found within the Utilities Department*, July 2018.

1.5 ACKNOWLEDGEMENTS

Jones Edmunds would like to acknowledge the following Charlotte County staff for providing guidance, information, and review in the preparation of this report: Stephen Bozman, Bruce Bullert, Larry Burns, Dean Campbell, Chris Carpenter, Denise Caruthers, Delmis Castillo, Thomas Cimino, Thomas Dunn, Jeremy Frost, Peter Giannotti, Drew Johnson, Stephen Kipfinger, Henri Lafenetre, Sandra Lavoie, Travis Mortimer, Craig Rudy, Bruce Schellinger, Gerard Steimle, John Thompson, Bill Thornton, Matt Trepal, Matt Valentine, Ruta Vardys, Caroline Wannall, David Watson, and Sandra Weaver.

2 ADMINISTRATION

2.1 COUNTY GOVERNMENT

Charlotte County government operates under an elected BCC and an appointed County Administrator. The BCC is responsible for the legislative duties of the County government. Five County Commissioners representing separate Districts serve on the BCC over staggered 4-year terms.

The County Administrator is the County's chief administrative officer and is responsible for all administrative matters and operations under the authority of the BCC. The County Administrator's responsibilities include appointing County Department Directors, with final approval by the BCC.

2.2 UTILITIES DIVISION

CCU, a Charlotte County government department, provides potable water production and distribution, wastewater collection and treatment, and RCW distribution for irrigation within the certified service area. CCU serves over 60,000 homes and businesses in the Greater Port Charlotte area, El Jobean, Gulf Cove, Englewood East, Rotonda, and Burnt Store, as well as bulk customers, including El Jobean Water Association, Riverwood Development, Inc., Encore Super Park, and Little Gasparilla Island.

CCU maintains interconnects for emergency bulk water sales with the Charlotte Harbor Water Association, Gasparilla Island Water Association, City of North Port Utilities, and Englewood Water District. An interconnect with the City of Punta Gorda allows CCU to provide or receive water depending on each system's demands.

CCU's mission, vision, and values are as follows:

Mission: To provide safe, reliable drinking water, reclaimed water, and wastewater service for the enrichment of the community.

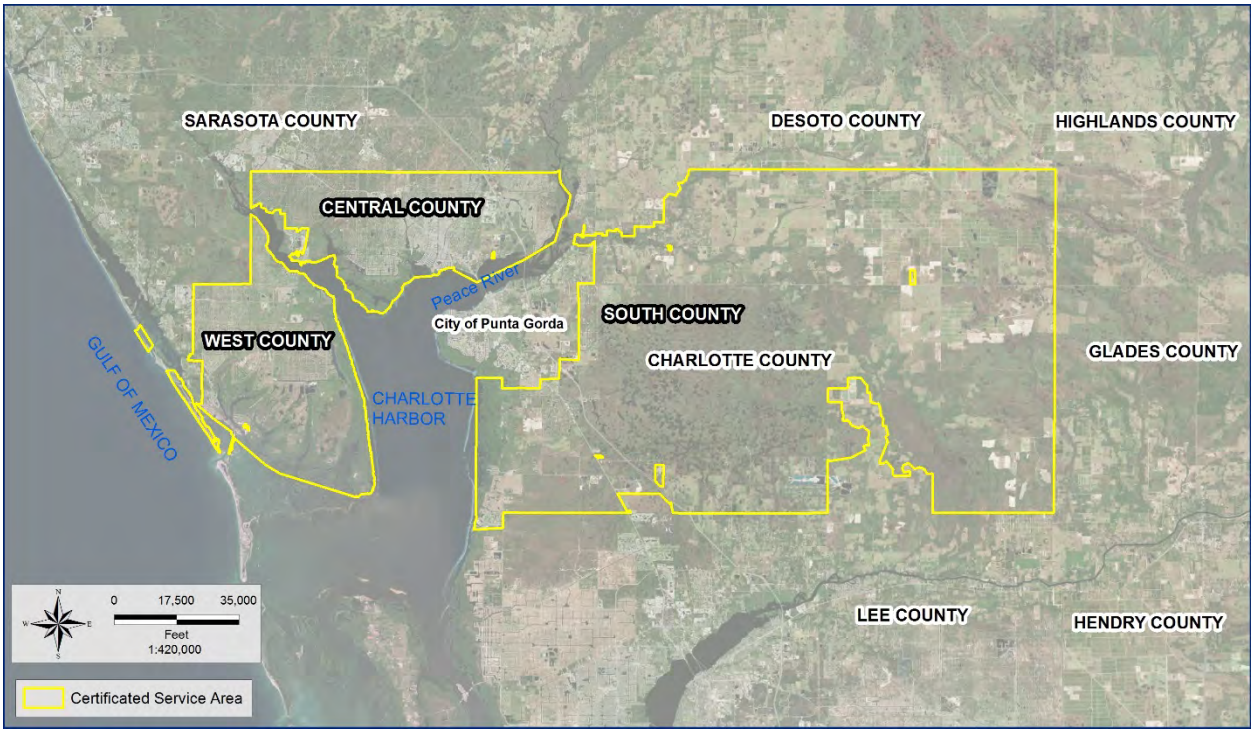
Vision: To exceed expectations in the delivery of water and sewer services.

Values:

- **Integrity** – Serve honestly.
- **Customer service** – Provide excellent service and achieve real results that earn the public's trust.
- **Partnership** – Work cooperatively with our coworkers and others for the overall good of the community.
- **Innovation** – Be committed to innovation and continual learning.
- **Stewardship** – Be committed to being good stewards of our resources.

Figure 2-1 shows the CCU certificated service area outlined in yellow.

Figure 2-1 CCU Certificated Service Area



CCU is led by a Utilities Director, who works under the direction of the County Administrator and Deputy County Administrator. CCU consists of four divisions: Administration, Business Services, Engineering Services, and Operations.

The Administration Division includes the Utilities Director and support staff. The Administration Division manages the overall utility and supervises all other utility divisions.

The Director's responsibilities include:

- Planning for water and wastewater needs.
- Developing potable water treatment/distribution systems.
- Developing wastewater treatment/collection systems.
- Developing RCW distribution systems.
- Operating the County's water, wastewater, and RCW systems.
- Instituting water conservation practices and educational programs.
- Communicating – internally and externally with customers.

The Business Services Division is managed by the Business Services Manager and includes:

- Customer Service
- Billing and Collections
- Meter Services

The Engineering Services Division provides engineering and construction observation services to residential and commercial utility customers. The Division is managed by the Engineering Services Manager and includes:

- Preliminary Engineering Group
- Design Group
- Construction Services Group

The Operations Division, overseen by the Utility Services Manager, is responsible for the operation and maintenance of all County-owned and operated water, wastewater, and RCW facilities including:

- Water and wastewater treatment facilities.
- Water distribution systems including booster pumping stations, storage tanks, fire hydrants, valves, and the entire water distribution piping.
- Wastewater collections including lift stations and wastewater collection systems.
- RCW distribution including cross-connection control and water quality monitoring.
- A new Instrumentation and Controls (I&C) Group, under a supervisor, formed from existing I&C technicians in each division.
- Parts and equipment warehouse.

Financial Services are supplied by the Fiscal Services Division of the Charlotte County Budget & Administrative Services Department. CCU pays for five personnel, led by a Financial Manager, through an inter-fund transfer.

CCU also funds two positions in the County IT Department to assist with upgrading and maintaining hardware and software systems.

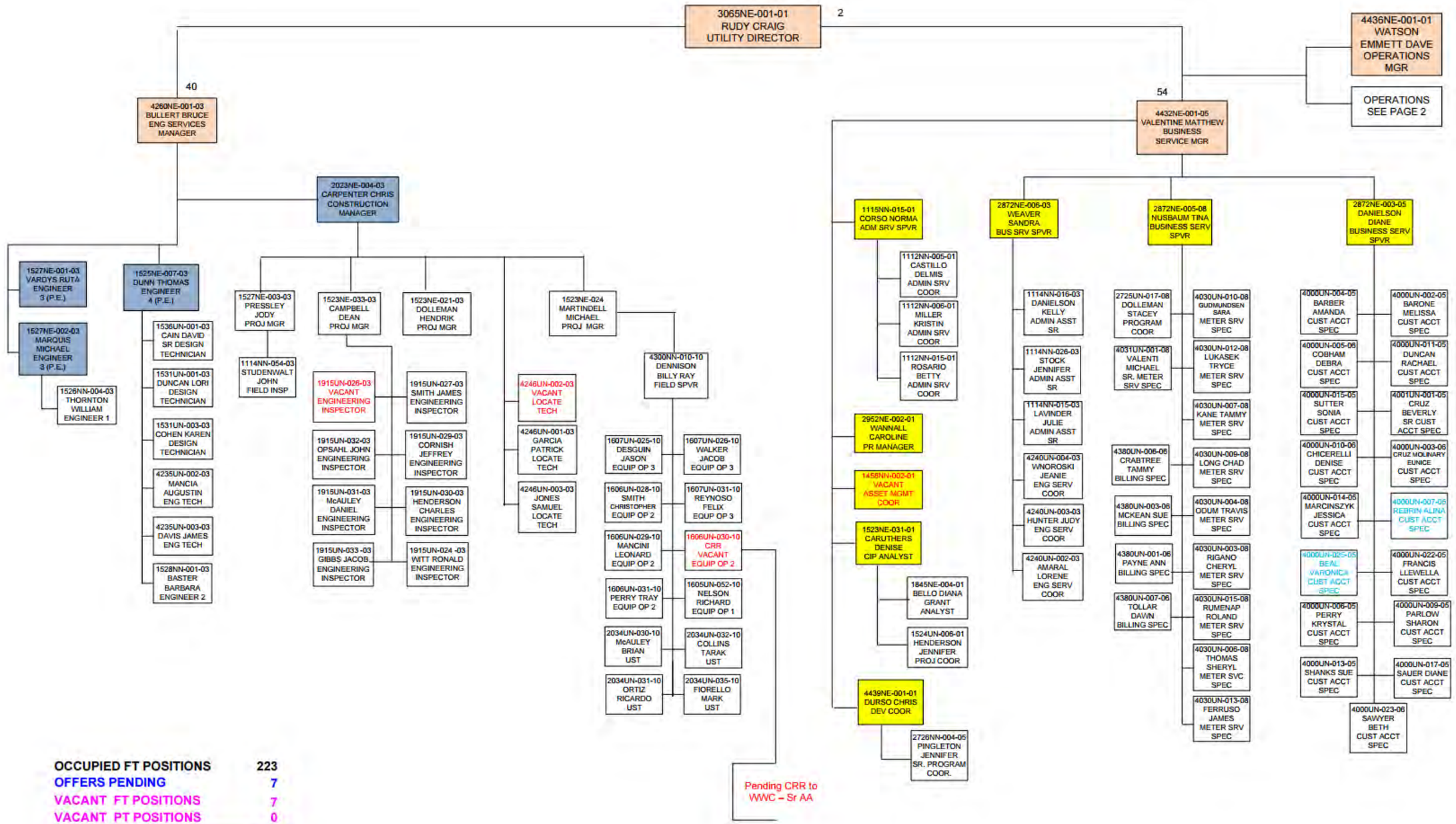
In FY 2018, the total number of positions budgeted for CCU was 237. CCU had 223 full-time employees at the end of October 2018.

Figure 2-2 and Figure 2-3 show the CCU organizational structure as of October 2018.

2.3 Administration Facilities

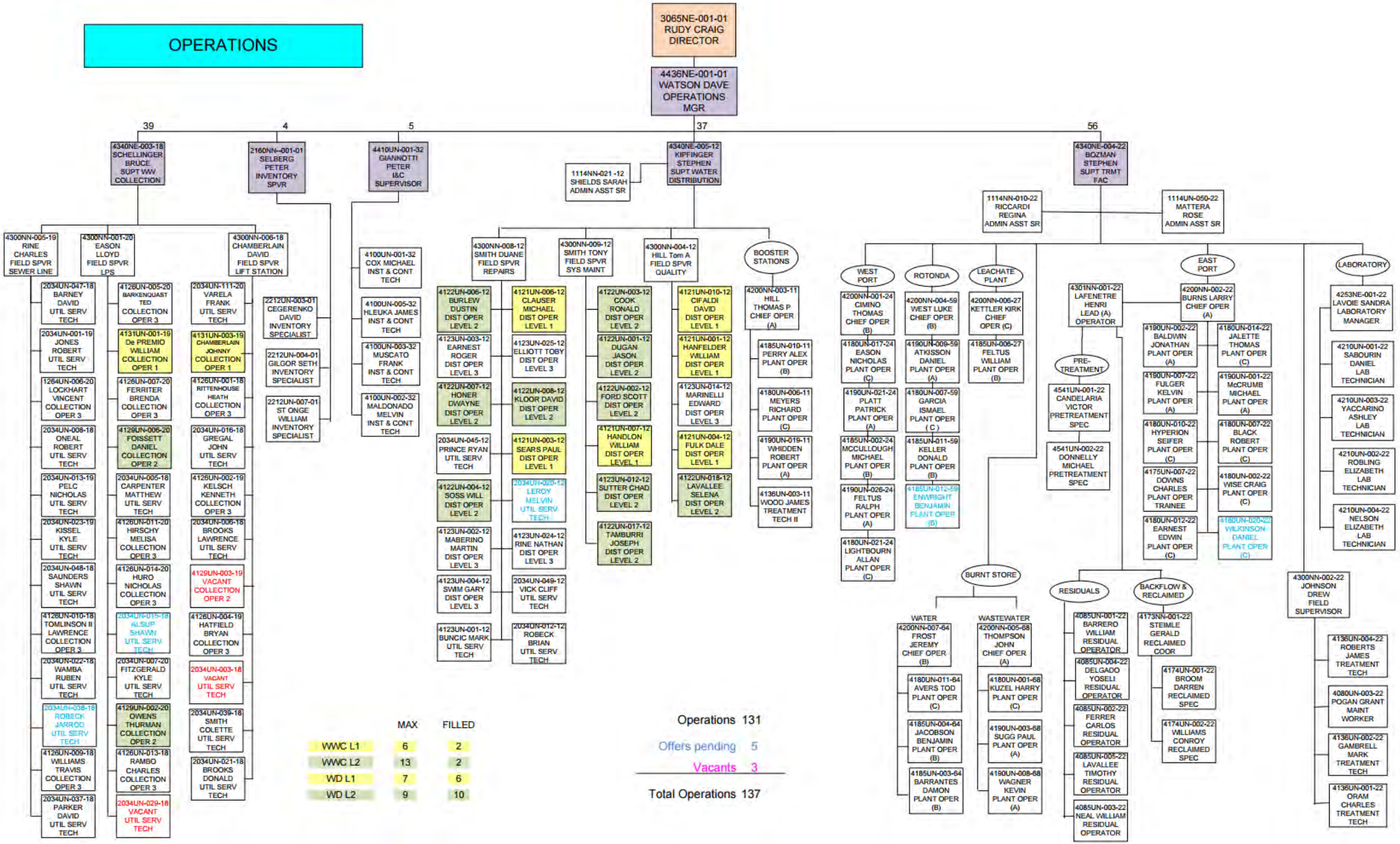
The Charlotte County Environmental Campus is located on an out-parcel of the East Port WRF. The campus includes the CCU Administration Building, Operations Service Center/Warehouse, Charlotte County Public Works Solid Waste Division, Community Services, University of Florida Institute of Food and Agricultural Services (UF/IFAS) Extension Services Division, the Charlotte County/Punta Gorda Municipal Planning Organization, and Public Works Mosquito and Aquatic Weed Control.

Figure 2-2 2018 CCU Organizational Chart – Overall



OCCUPIED FT POSITIONS	223
OFFERS PENDING	7
VACANT FT POSITIONS	7
VACANT PT POSITIONS	0
TOTAL POSITIONS	237

Figure 2-3 2018 CCU Organizational Chart – Operations



2.4 CCU WATER CONSERVATION EFFORTS

In 2018, CCU continued with its outreach efforts, including oversight of the Water Conservation Programs and community education efforts discussed in the following sections.

2.4.1 WATERING RESTRICTIONS

Charlotte County began once-per-week watering restrictions for potable water in 2001. In early 2008, the County adopted the same once-per-week watering schedule recommended by the Southwest Florida Water Management District (SWFWMD) to be consistent with other utilities in the area and aid in the ease of enforcement. Once-a-week restrictions expired on June 30, 2010. Charlotte County adopted SWFWMD's year-round water restrictions, by ordinance, on March 30, 2010. This ensured that Charlotte County would be consistent with SWFWMD's recommendations for year-round restrictions. SWFWMD's year-round water conservation measures went into effect July 1, 2010. SWFWMD's Phase I Water Shortage Restrictions (Moderate Water Shortage) went into effect on December 1, 2010, except in areas where local governments imposed stricter measures. In Phase I, CCU continued to follow the year-round water restriction in-place in Charlotte County. On August 1, 2013, the Phase I Water Shortage Restrictions were lifted by SWFWMD. Charlotte County has continued year-round water restrictions, which limit irrigation watering to 2 days per week (if needed). Hand watering and micro-irrigation of plants (other than laws) may be done on any day and any time.

2.4.2 IN-HOUSE ENFORCEMENT OF WATERING RESTRICTIONS

Enforcement of watering restrictions was approved by the BCC in early 2008. The enforcement allows CCU staff to progressively enforce water restrictions for CCU customers, including written warnings with educational materials and escalating unauthorized water usage charges for repeat offenses. These charges appear on the customer's water bills. The Sheriff's Office continues to provide enforcement services for non-CCU customers.

2.4.3 WATER RESTRICTIONS ORDINANCE

Charlotte County Ordinance 2010-016 adopted SWFWMD's year-round water conservation measures. The details of the watering restrictions are contained on *www.charlottecountyfl.gov/dept/utilities/Pages/Conservation-Outreach.aspx*

2.4.4 CONSERVATION-BASED RATE TIERS

As part of a year-long rate study by Public Resource Management Group (PRMG) and as recommended by SWFWMD, CCU's three-tier rate structure was replaced with a five-tier system in October 2006. The first tier is 0 to 5,999 gallons; the highest tier is 25,000 gallons and above.

2.4.5 EMERGENCY WATER CONSERVATION RATE

Emergency water conservation rates have not been used since June 2010 when they were replaced with CCU conservation-based rates as discussed in Section 2.4.4.

2.4.6 Regional RCW Expansion

CCU's RCW system operates under a Master Reuse Permit approved by FDEP that allows CCU to move RCW from East Port WRF, West Port WRF, and Rotonda WRF to customers. Abundant RCW at the East Port WRF and customer demands for irrigation water throughout the central and west parts of the County were the driving forces behind CCU's desire to expand its RCW distribution system. Using RCW for irrigation and other non-potable water needs reduces the demand for potable water, surface water, and groundwater. A Reuse Master Plan was prepared in 2005 to expand the RCW system.

Phase 1, completed in 2009, included two strategically placed 0.5-MG storage tanks and pumping stations along with 14 miles of 16-inch-diameter RCW transmission main.

Phase 2, completed in 2014, included approximately 2 miles of 16-inch transmission pipe, additional storage at the West Port WRF in West County, and a booster pumping station along the interconnect between the RCW systems for the Rotonda and West Port WRFs.

Phase 3, which began in 2017 and continued in FY 2018, includes a new RCW main for Spring Lakes on Port Charlotte Boulevard and US Highway 41 between Hillsborough Boulevard and Enterprise Boulevard and the Stage 5 RCW Improvements at East Port WRF for a 95-MG RCW storage pond and a 9-million-gallon-per-day (MGD) high-service pump station.

Reclaimed water modeling was approved in December 2018 to recommend operational and structural improvements to the RCW distribution and pumping system to improve the delivery of RCW from East Port WRF to customers in Mid and West County.

2.4.7 Indoor Water Conservation Kits

CCU continues to provide customers with Indoor Water Conservation Kits during local area community outreach events. Each kit includes a low-flow showerhead, bathroom aerators, a kitchen aerator, toilet flapper, leak detection tablets, water conservation literature, and more water conservation-related information.

2.4.8 Community Outreach

CCU regularly participates in water conservation-related outreach, including bill inserts, news articles, and speaking engagements within the community. CCU funded a portion of the salary for a Florida Yards and Neighborhoods Charlotte County UF/IFAS Extension Program Assistant for the past several years. CCU and the UF/IFAS Extension Services work jointly promoting Florida Friendly Landscaping. A donated demonstration garden is on CCU's Environmental Campus property. The garden is accessible to all Charlotte County residents and is maintained by Master Gardeners who are given free space at the Campus to better educate the residents.

CCU conducted two citizen educational tours during FY 2018 at the Eastport WRF, West Port WRF, Rotonda WRF, Burnt Store WRF, and the Burnt Store Reverse Osmosis (RO) Water Treatment Plant (WTP). The tours involved promoting alternative water sources, conservation, and good stewardship of water resources.

The water/wastewater plant tours included:

- Wastewater/Water Treatment Processes
- Regulatory Requirements

- State-of-the-Art Membrane Bioreactor (MBR) and RO Technology
- Process for Producing RCW
- Treatment and Disposal of Effluent
- Biosolids and Their Disposal
- Environmental Impacts of Water Reclamation
- Alternative Water Sources

CCU promotes an understanding of its operations through outreach programs such as:

- Water Conservation Booth at the Charlotte Harbor Nature Festival
- Presentation of the Utility for County Ambassador Program
- Handouts and Conservation Display at the Environmental Campus and Administration Building
- Speaking Engagements at Homeowner Association (HOA) meetings
- Engineering Availability and Business Services Presentations to Charlotte County Realtors
- Participation at Safety and Emergency Planning Fair at Heritage Oak Park Association
- Hydration Presentations to Community Groups: Parkside Neighborhood Watch Group, Volunteers of America Veterans Village, Summer Day Campers at Cedar Point Park, etc.
- Participation at the SWFWMD Conservation Expo
- Participation at Government Academy Day
- Project Information Meetings for Residents and Business Owners

CCU added a new initiative to their community outreach efforts toward the end of FY 2013/2014. The importance of staying properly hydrated, "H_20 and Your Health," was developed; the program focuses on the need to stay properly hydrated, and CCU tap water is the most economical way to do so.

2.4.9 Conservation Signs

Utility vehicles have *CONSERVE WATER* stickers on the bumpers.

2.4.10 Water Conservation Month

CCU's annual Water Conservation Month program includes a BCC proclamation with community outreach/educational displays at Murdock County Administration office and at the CCU office year-round.

2.4.11 CCU Website/Social Media

Customers can receive the latest water restrictions, conservation tips, and general CCU current events at the Charlotte County website, *www.charlottecountyfl.gov*, and at the Administration office. CCU launched its Utilities' Facebook page to the public on November 11, 2014.

The public can also receive updated information on projects, services, conservation tips, hydration information, and general current events with pictures on Facebook. Facebook also provides an avenue to announce public outreach events and educational tours and to make reservations online to attend events and tours.

2.5 FINANCIAL

CCU is a government-owned enterprise fully funded by customer rates, not by tax dollars. Savings opportunities (or profits) are passed through to the benefit of the utility customers. CCU's policies, rates, and security deposits are established by the BCC. The County Clerk of Circuit Court serves as the accountant and auditor for the BCC and is responsible for the collection and disbursement of County funds.

2.5.1 REVENUES

The rate plan, approved by the BCC in 2006, incorporated projected water and wastewater demands through 2011, based on growth estimates. In September 2010, the rate increase that would have taken effect October 2010 was repealed. The BCC determined that the revenues based on the 2009 rates would be adequate for CCU to meet the needs of current and future customers through FY 2014. On June 24, 2014, the BCC approved rate increases (water 0.75 percent, wastewater 6 percent) for FY 2015, 2016, and 2017. Not rate increases went into effect in FY 2018.

In 2010, CCU embarked on a new fixed-base water meter project. This project is designed to replace existing meters with fixed-base meters in a phased approach. The new meter system also extends the life of the meters from 10 to 20 years. At the end of FY 2018, 57,560 or 96.1 percent of the accounts were served by the fixed-base meter system. The fixed-base meter system provides remote reading capabilities, event notification such as high water consumption or potential leaks, and online consumer engagement features. Water use data are securely transferred from each individual meter to the central data collectors. It is then made available to CCU via a graphical and simple-to-use web interface, integrated with CCU's Computerized Maintenance Management System (CMMS) and Geographic Information System (GIS) software packages. Account-specific consumption data are also available to CCU customers via a separate, easy-to-use online interface.

CCU offers multiple methods of electronic payment and electronic billing, which has resulted in 33 percent of the County's customers receiving their bills electronically and 55 percent of the customers paying their bill electronically.

The HeartShip Program is available to help customers who are faced with a period of personal or family crisis and do not have sufficient money to pay their utility bill. This program is funded by contributions from caring members of the community. The County's Human Services Department, in cooperation with CCU's Business Services Division, administers the HeartShip funds.

The total Operations and Maintenance (O&M) revenue for FY 2018 water and wastewater services was $68,440,929. The total O&M connection charge revenue was $2,186,679 and total connection fee revenue was $6,039,922.

2.5.2 CCU CUSTOMER BASE

During FY 2018, the number of active water services increased from 58,775 to 59,792, and the number of active sewer services increased from 36,325 to 36,649. For planning purposes, the level of water and wastewater service established by CCU is 225 gallons per day (gpd) of water consumption per equivalent residential unit (ERU) and 190 gpd of wastewater flow per ERU. These levels represent peak day usage, including fire flow.

2.5.3 INSURANCE

CCU is self-insured. The self-insurance is provided by the County and is administered by the Gehring Group, with Kurt Gehring acting as the Agent of Record. In addition, CCU is also covered by general property and liability insurance, excess property insurance, boiler and machinery insurance, and pollution liability insurance. Utility buildings and contents are covered for up to 100 percent of the replacement cost without depreciation. In Mr. Gehring's opinion, there is adequate insurance on CCU and its facilities. Therefore, the County complies with the bond covenant property insurance requirements as set forth below:

> Insurance – *The Issuer will carry such insurance as is ordinarily carried by private or public corporations owning and operating utilities similar to the System with a reputable insurance carrier or carriers, including public and product liability insurance in such amounts as the Issuer shall determine to be sufficient and such other insurance against loss or damage by fire, explosion (including underground explosion), hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Consulting Engineers shall approve as sufficient.*
>
> *The Issuer may establish certain minimum levels of insurance for which the Issuer may self-insure. Such minimum levels of insurance shall be in amounts as recommended in writing by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for persons engaged in operations similar to the System.*
>
> *The Issuer shall, immediately upon receipt, deposit the proceeds from property loss and casualty insurance to the credit of the Revenue Fund. The proceeds from property loss and casualty insurance shall be applied as follows: (A) if such proceeds, together with other available funds of the Issuer, are sufficient to repair or replace the damaged portion of the System, such proceeds and other available funds shall be deposited to the credit of the Renewal and Replacement Funds and, together with any other available funds of the Issuer, applied to such repair or replacement; or (B) if such proceeds, together with other available funds of the Issuer, are not sufficient to repair or replace the damaged portion of the System or if the Issuer makes a determination in accordance with Section 5.07 hereof that such portion of the System is no longer necessary or useful in the operation of the System, such proceeds shall (1) if such proceeds equal or exceed $50,000, (a) be applied to the redemption or purchase of Bonds or (b) be deposited in irrevocable trust for the payment of Bonds in the manner set forth in Section 9.01, provided the Issuer has received an opinion of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, from gross income of interest on the Bonds for purposes of federal income taxation, or (2) if such proceeds are less than $50,000, be deposited in the Revenue Fund.*

2.6 Rate Comparison

The County investigated the rates and rate structure for various neighboring utility systems that provide residential services. The results of this comparison, as of October 2016, assumes that water service consists of delivering 4,000 gallons of water per month through a standard (5/8-inch by 3/4-inch) meter and that sewer service flows correspond with 4,000 gallons of water per month. Table 2-1 presents the rate comparison results.

Table 2-1 Rate Comparison

Utility Systems	Water Charge ($)[1]	Wastewater Charge ($)[1]	Combined Charges ($)[1]
CCU			
Rates as of September 30, 2018	41.30	51.39	92.69
Other Neighboring Utilities			
City of Cape Coral	32.92	57.23	90.15
City of Clearwater	31.32	40.88	72.20
DeSoto County	48.98	60.08	109.06
City of Fort Myers	28.88	72.05	100.93
City of Marco Island	53.92	52.48	106.40
City of North Port	34.77	54.08	88.85
City of Punta Gorda	28.02	33.66	61.68
Collier County	34.69	53.52	88.21
Englewood Water District	24.93	37.06	61.99
Hillsborough County	27.35	31.96	59.31
Lee County	25.67	43.85	69.52
Manatee County	18.57	42.66	61.23
Okeechobee Utility Authority	39.01	50.20	89.21
Sarasota County	25.83	45.05	70.88
St. Lucie County Utilities	36.45	51.97	88.42

Note: [1] The reflected residential rates were in effect September 30, 2018, are exclusive of taxes or franchise fees if any, and reflect rates charged for inside the service, unless otherwise noted.

2.7 Large Water Users

Table 2-2 lists the system's 10 largest water consumers and the corresponding percentage of total water consumption for each.

Table 2-2 CCU Large Water Users (FY 2018)

Water Customer	Total Water Purchased (thousands of gallons)	Percentage of Total Water Sales
Riverwood[1]	61,667	1.83%
Peace River Regional Medical Center	26,647	0.79%
Charlotte County School Board	26,130	0.78%
El Jobean Water Association	24,841	0.74%
South Port Square	23,000	0.68%
Fawcett Memorial Hospital	21,564	0.64%
Hampton Point Limited Partnership	15,037	0.45%
Encore Super Park, Port Charlotte	14,332	0.43%
Little Gasparilla Water Utility[1]	12,111	0.36%
Hacienda Del Mar, LLC	11,427	0.34%
Total 10 Largest Users	236,756	7.02%
All Other System Users	3,133,561	92.98%
Total FY 2017/2018 System Water Sales – All Customers	3,370,317	100.00%

Note: [1]Denotes water customers only; all others listed are both water and sewer customers of the system.

2.8 Planning Recommendations

The following tables summarize planning recommendations for CCU's continued operations the utilities systems.

Table 2-3 Administration Planning Recommendations

Recommendation:	Continue CCU's vision to ensure safe, reliable utility service at fair and reasonable rates.
Recommendation:	Continue developing and updating standards for water and sewer construction to ensure the most effective use of capital improvement funds.
Recommendation:	Continue developing options for water, sewer, and RCW service in the County to meet a growing demand for municipal utility services.
Recommendation:	Continue developing the Utilities' Information System functions to update/replace software and computer equipment to increase operating efficiencies and cost savings.
Recommendation:	Continue to explore regional solutions to water and wastewater service needs for the mutual benefit of Charlotte County and adjoining counties and cities.

Table 2-4 Water System Planning Recommendations

Recommendation:	Continue to update the water system computer model and use it as a planning tool for future water system improvements.
Recommendation:	Continue the fixed-base Water Meter Replacement Program.
Recommendation:	Continue the extension of the new 24-inch transmission main from the Myakka River Bridge to the Rotonda storage tank to serve the growing demand for water in west Charlotte County.
Recommendation:	Continue to integrate acquired utilities into the overall CCU water system to maximize reliability and reduce costs to CCU customers.
Recommendation:	Explore ways to augment the demands on the Peace River Manasota Regional Water Supply Authority (PRMRWSA) treatment facility through economically feasible means including new water sources.
Recommendation:	Continue to make improvements at the water storage tank/booster pumping station facilities to increase reliability and control of the pumps to improve water distribution to customers.
Recommendation:	Plan for future water demands in the South County Service Area by analyzing the water distribution system using the computer water model completed in 2004 and most recently updated in 2014.

Table 2-5 Wastewater System Planning Recommendations

Recommendation:	Evaluate improvements and capacity upgrades for the Burnt Store WRF as outlined in the latest Capacity Analysis Report (CAR) and Operating Permit.
Recommendation:	Continue the scheduled repair of sanitary lift stations that have deteriorated due to age and hydrogen sulfide presence.
Recommendation:	Use the wastewater lift station and force main computer model to assess the need for upgrades to the system based on expected demand for services.
Recommendation:	Continue to televise and smoke test gravity sewers to locate source(s) of inflow/infiltration (I/I). Repair gravity sewers and manholes as required to mitigate I/I and regain sewer and WRF capacity.
Recommendation:	Continue to provide for the disposal of septage at the East Port WRF.
Recommendation:	Install odor-control systems at lift stations where hydrogen sulfide concentrations cause odors and deteriorate structures.
Recommendation:	Continue to upgrade the East Port WRF to meet growth demands and septic-to-sewer conversions.
Recommendation:	Continue construction and plan for the next phases of sewer expansion in the Port Charlotte area in accordance with the 2017 Sewer Master Plan.

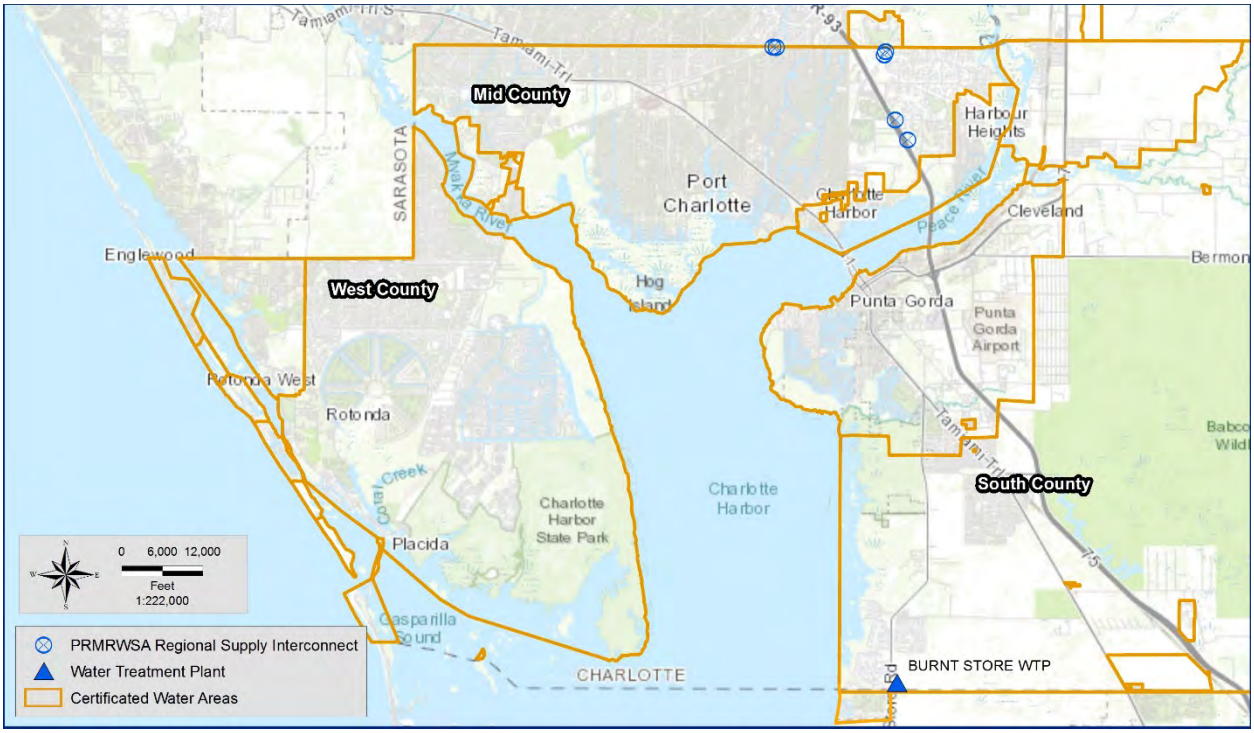
Table 2-6 RCW System Planning Recommendations

Recommendation:	Continue Phase 3 of the RCW expansion project that began in FY 2016 by constructing a transmission main from the West Port WRF to the Rotonda East RCW Booster Pumping Station.
Recommendation:	Finalize construction of the East Port WRF Stage 5 RCW Improvements that includes a 95-MG RCW storage pond and providing a 9-MGD RCW pump station.
Recommendation:	Prepare a hydraulic model to predict the impact of future demand on the South County RCW transmission system.
Recommendation:	Determine the feasibility of creating RCW storage at the Burnt Store WRF.
Recommendation:	Seek ways to increase the use of public-access RCW currently produced by CCU WRFs including improving reliability and access for customers.
Recommendation:	Expand public-access RCW for the Burnt Store WRF.

3 WATER TREATMENT PLANTS

CCU has two water supply sources for its two independent public water systems (PWSs). The mid and west parts of Charlotte County are provided with treated surface water from the Peace River/Manasota Regional Water Supply Facility (PRMRWSF). The water is purchased from the Peace River/Manasota Regional Water Supply Authority (PRMRWSA) under a multi-county water supply agreement and conveyed to the County via transmission mains. The south area of Charlotte County (South County) is supplied treated groundwater from the CCU-owned Burnt Store RO WTP. Figure 3-1 shows the Burnt Store RO WTP, PRMRWSA supply interconnect, and water service areas. This Chapter presents an overview of the PRMRWSF and a detailed assessment of the County-owned Burnt Store RO WTP.

Figure 3-1 Charlotte County Water Service Areas



3.1 PEACE RIVER / MANASOTA REGIONAL WATER SUPPLY FACILITY

Charlotte County is a member of the PRMRWSA which was created by agreement on February 26, 1982, by Charlotte, DeSoto, Manatee, Hardee, and Sarasota Counties. Hardee County ceased to be a member the following year. The initial term of the agreement was 35 years, renewable for an equal consecutive term; a new Master Water Supply Contract was executed in 2005 with amendments in 2008 and 2015 by the four members and one customer – the City of North Port.

The PRMRWSA owns and operates the PRMRWSF which is located along the Peace River in DeSoto County approximately 4 miles northeast of Charlotte County. The source water, the Peace River, is treated via conventional surface water treatment, which consists of coagulation, flocculation, sedimentation, filtration, and disinfection. The five-step process is used to remove organics, color, and turbidity while inactivating bacteria that may be present in the source water. The water produced by the PRMRWSA meets current US Environmental

Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) drinking water requirements.

Treated water is distributed to member customers using high-pressure pumps and transmission mains. The PRMRWSA completed a Regional Expansion Program in 2009, which included constructing a 6-billion-gallon reservoir. The reservoir is designed to store water during periods of high Peace River flow for use when the Peace River flow is low and the withdrawal from the river is reduced or not permitted. The allocated cost to Charlotte County for the expansion was approximately $27.7 million.

Charlotte County's allocation of the PRMRWSA-produced water is currently 16.1 MGD Annual Average Daily Flow (AADF), 19.320 MGD for the peak monthly average day, and 22.54 MGD for the maximum day. In FY 2018, PRMRWSA supplied Charlotte County with a total of 3,824 million gallons or approximately 10.5 MGD. However, each PRMRWSA member has an equal right to reasonably increase its allocation of water if the member can demonstrate the need for the increase because of future water demands or to meet current demands that cannot be met by the current supply. In this instance, the PRMRWSA is responsible for obtaining all environmental permits for the expansion to meet demands.

3.2 Burnt Store RO WTP

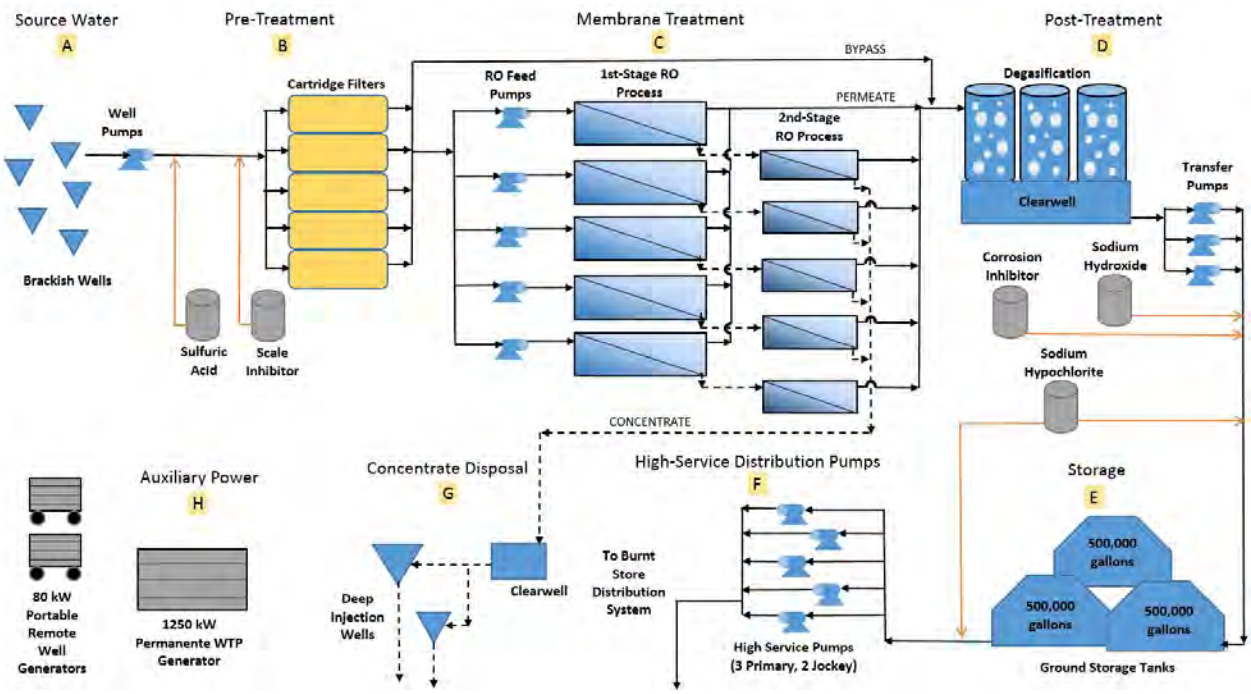
The Burnt Store RO WTP (PWS ID6080318) is owned and operated by CCU. The South County service area is served by the Burnt Store RO WTP at 17430 Burnt Store Road in Punta Gorda. The Burnt Store RO WTP was expanded in 2009 and has a permitted treatment capacity of 3.61 MGD.

The Burnt Store RO WTP draws groundwater from six production wells. As raw source water is pumped from the production wells to the RO process room, sulfuric acid and a scale inhibitor are injected into the raw water stream to prevent membrane scaling during the RO treatment process. Downstream of the chemical injection, the pH-adjusted raw water passes through cartridge filters to remove sand and small particles present in the raw water sources. After the cartridge filters, the RO feed water passes through high-pressure RO feed pumps before entering the RO treatment trains.

The RO process separates dissolved solids from the water by forcing water through a semi-permeable membrane. The process requires significant pressure and results in two streams. The water that permeates through the membrane is referred to as permeate, and the water that remains on the feed side of the membrane is referred to as the concentrate. Two-stage processes can be used to increase the water recovery of the system by processing the concentrate of the first stage through a second stage of membranes. The remaining concentrate is disposed of via on-site deep well injection. Approximately 12 percent of the cartridge-filtered water bypasses the membrane process for permeate stabilization before post-treatment.

During post-treatment, the permeate is conveyed through packed tower degasifiers for hydrogen sulfide removal. After degasification, sodium hydroxide is added for pH adjustment, followed by a corrosion inhibitor and sodium hypochlorite for disinfection. The finished water is stored in ground storage tanks (GSTs) before passing through the high-service pumps to the distribution system. Figure 3-2 shows the Burnt Store RO WTP process flow diagram.

Figure 3-2 Burnt Store RO WTP Process Flow Diagram



The Burnt Store RO WTP process consists of the following components:

A) Source Water

- Six Groundwater Wells (Well No. 15 is out of service and is not currently permitted for withdrawals.)
- Six Submersible Pumps
- Twelve Monitoring Wells

B) Pre-Treatment Process

- Sulfuric Acid Chemical Feed System
- Scale Inhibitor Chemical Feed System
- Five Cartridge Filter Vessels

C) Membrane Treatment Process

- Five RO High-Pressure Feed Pumps
- Two 2-Stage RO Trains (500,000-gpd capacity each)
- Three 2-Stage RO Trains (750,000-gpd capacity each)

D) Post-Treatment Process

- Sodium Hypochlorite Chemical Feed System
- Sodium Hydroxide Chemical Feed System
- Corrosion Inhibitor Chemical Feed System
- Control Valve for Blended Raw Water
- Three Packed Tower Degasification Units
- Three Transfer Pumps

E) Storage

- 1.5 MG – three 500,000-gallon Finished Water GSTs

F) Distribution High Service Pumps

- Two Distribution High-Service Pumps (medium flows)
- One Distribution High-Service Pump (high flows)
- Two Distribution Jockey Pump (low flows)

G) Concentrate Disposal

- Two Deep Injection Wells with a Total Capacity of 3.44 MGD
- One Dual-Level Deep Monitoring Well

H) Auxiliary Power

- One 1,250-kilowatt (kW) Generator (serving the Original RO Process Building, RO Process Building, Operations Building, and three On-Site Groundwater Wells)
- Two 80-kW Portable Generators (to serve four Remote Groundwater Wells)

3.2.1.1 Regulatory Considerations

The Burnt Store RO WTP is a Category II, Plant Class B, community PWS. The permit schedule includes:

- FDEP – Deep Injection Well IW-1 was issued on March 3, 2014, and expires on March 2, 2019. The County has submitted and FDEP has reviewed a permit renewal and responded with an intent to Issue a “Notice of Draft Permit”
- SWFWMD Water Use Permit (WUP) was issued on September 25, 2013, and expires on September 25, 2033.

3.2.1.2 Water Quality Monitoring

As required by federal and state regulations for all utilities, CCU routinely and continuously monitors the quality of the raw water and finished water produced at the Burnt Store RO WTP. Monitoring wells are sampled quarterly, and the samples are sent to the CCU laboratory at the East Port WRF. Water quality data from the production and monitoring wells are reported to SWFWMD and stored on the CCU Enterprise Asset Management System (EAMS). In addition to meeting regulations, water quality parameters are used to assess the performance of the WTP and to determine maintenance events.

Table 3-1 shows the Burnt Store RO WTP finished water quality for the past year. Additional water quality data are found in the Consumer Confidence Reports discussed in Chapter 4.

Table 3-1 Burnt Store RO WTP Finished Water Quality for FY 2018

Month	pH (Std Units)*	TDS (mg/L)*	Cond. (µS/cm)*	Free Chlorine (mg/L)*	Alkalinity (mg/L)*	Total Hardness (mg/L)*	Remote Sample pH (Std Units)	Remote Sample Free Chlorine (mg/L)
Oct-17	8.14	284	619	1.35	21	84	8.02	1.20
Nov-17	8.14	284	619	1.35	21	85	8.02	1.20
Dec-17	8.05	284	624	1.30	21	63	7.97	1.11
Jan-18	7.99	281	617	1.30	22	74	7.96	1.16
Feb-18	7.97	267	584	1.44	22	83	7.85	1.27
Mar-18	8.16	264	579	1.55	23	68	8.08	1.43
Apr-18	8.09	241	542	1.43	24	57	8.00	1.29
May-18	8.08	263	578	1.41	20	33	7.97	1.26
Jun-18	8.41	270	588	1.58	24	44	8.28	1.29
Jul-18	8.14	272	593	1.57	22	85	8.12	1.42
Aug-18	7.98	271	589	1.65	32	85	7.92	1.46
Sep-18	7.96	274	594	1.64	26	85	7.92	1.44
Annual Avg.	8.09	271	594	1.46	23	70	8.01	1.30

Notes: * GST Sample Location; mg/L = milligrams per liter; µS/cm = micro Siemens per centimeter.

3.2.1.3 Production Wells and Treatment Capacity

The SWFWMD WUP (Permit No. 3522.012) specifies the Burnt Store RO WTP's permitted well capacities. Table 3-2 lists the well specifications and permitted withdrawal capacity of the current and future wells based on average day and peak month conditions.

Table 3-2 Burnt Store RO WTP Current and Future Production Wells

Well ID No.	Diameter (inches)	Depth Total/Cased (feet bls)	Permit Limit, Average (gpd)	Permit Limit, Peak Month (gpd)
RO-7	8	596/300	200,000	272,000
RO-8	8	600/304	200,000	272,000
RO-9	8	602/550	200,000	272,000
RO-11	12	650/526	367,500	471,700
RO-12	12	470/412	367,400	471,700
RO-14*	12	650/450	367,400	471,700
RO-15[1]	12	1050/800	—	—
RO-16	12	611/320	367,400	471,800
RO-17*	12	650/450	367,500	471,700
RO-18*	12	650/450	367,400	471,700
RO-19*	12	650/450	367,400	471,700
		TOTAL	**3,172,000**	**4,117,900**

Notes: [1] Well No. 15 is out-of-service. Rehabilitation of this well was discussed in the 2017 Brackish Groundwater Wellfield Study; bls = below land surface; * Future wells; — = Not Applicable.

The permitted maximum day operating capacity of the WTP is 3.61 MGD. Table 3-3 and Table 3-4 show the total and average monthly water flows, respectively. The tables summarize the amount of water that was bypassed around the RO process, produced from the WTP, discharged to the deep injection wells (concentrate), and conveyed to the distribution system. As of 2018, the Burnt Store RO WTP is operating on average at 15 percent of its design capacity.

Table 3-3 Burnt Store RO WTP – Total Water Balance FY 2018

Month	Raw Water From Wells (MG)	Raw Water Bypass (MG)	Total Water Produced (MG)	Total Concentrate (MG)	Finished Water To Distribution (MG)
Oct-17	17.38	1.50	14.00	3.52	13.95
Nov-17	17.51	1.52	14.14	3.52	13.94
Dec-17	18.89	1.64	15.30	3.76	15.09
Jan-18	18.75	1.63	15.16	3.75	15.01
Feb-18	17.63	1.53	14.24	3.54	14.09
Mar-18	21.10	1.82	16.99	4.29	16.78
Apr-18	18.52	1.50	14.94	3.74	14.78
May-18	14.44	1.22	11.85	2.88	11.60
Jun-18	13.28	1.14	10.80	2.66	10.66
Jul-18	13.31	1.15	10.78	2.67	10.72
Aug-18	12.70	1.07	10.02	2.51	9.87
Sep-18	12.13	1.04	9.71	2.44	9.87
Total	195.65	16.75	157.93	39.26	156.36

Table 3-4 Burnt Store RO WTP – Average Flows FY 2018

Month	Raw Water From Wells (MGD)	Raw Water Bypass (MGD)	Total Water Produced (MGD)	Total Concentrate (MGD)	Finished Water To Distribution (MGD)
Oct-17	0.561	0.048	0.452	0.113	0.450
Nov-17	0.584	0.051	0.471	0.117	0.465
Dec-17	0.609	0.053	0.494	0.121	0.487
Jan-18	0.605	0.052	0.489	0.121	0.484
Feb-18	0.629	0.055	0.508	0.126	0.503
Mar-18	0.681	0.059	0.548	0.138	0.541
Apr-18	0.617	0.050	0.498	0.125	0.493
May-18	0.466	0.039	0.382	0.093	0.374
Jun-18	0.443	0.038	0.360	0.089	0.355
Jul-18	0.430	0.037	0.348	0.086	0.346
Aug-18	0.410	0.035	0.323	0.081	0.318
Sep-18	0.404	0.035	0.324	0.081	0.329
Annual Avg.	0.537	0.046	0.433	0.108	0.429

3.2.2 Treatment Components and Condition Assessments

Jones Edmunds personnel preformed an on-site review of the WTP on February 8, 2019. A tour of the facility was conducted with the Chief Operator to review plant conditions, operations, and records. Access to the WTP is through a secure gate in a fence that surrounds the Burnt Store RO WTP and WRF. The water production building, motor control building, and operations/administration building (shared with the Burnt Store WRF) were observed to be in good condition. The exterior of the buildings should be painted and cleaned. Three Supervisory Control and Data Acquisition (SCADA) computer stations use computer graphic monitoring screens located on site. The site contains a small operations testing laboratory for monitoring water quality parameters such as conductivity, pH, and temperature.

The WTP site is well maintained. Staff does an excellent job of keeping the interior of the buildings neat and clean as is customary for potable WTPs. Valves throughout the WTP are exercised once per year. Process piping is painted and clearly marked indicating the raw, feed, permeate, concentrate, and finished water streams. The stainless-steel pipe and equipment are cleaned frequently. Compliance meters are calibrated every 6 months, and calibration tags are up to date. Bulk-storage chemicals are in a covered area that is attached to the east end of the WTP process building. Tanks are housed in containment areas. The tanks and piping are painted and well-marked. Eyewash and shower stations are located at the bulk storage area and the chemical feed area.

Chemical feed pumps and piping are located inside the building along the wall that is common to the bulk storage area. The chemical feed pump area requires routine maintenance as would be expected for any chemical feed system. The area is inspected daily for leaks. The chemical feed pumps are operating and in good condition. The scale inhibitor, sodium hydroxide, and sodium hypochlorite chemical feed pipes occasionally leak due to the nature of the chemicals. The manufacturer of the chemical feed units indicated that the connections need to be checked regularly and tightened as needed. The chemical feed units are discussed in more detail in the following sections.

The required documents maintained on site include:

- Monthly Operating Reports
- Operating Permits for the WTP and Deep Injection Well
- Operators' Licenses
- Facility Logbook
- Facility Standard and Emergency Operating Plans
- Well Laboratory Reports
- Sampling Plans
- Laboratory Results
- Flow Meter Calibrations
- Chlorine and pH Meter Calibrations
- Chain-of-Custody Forms
- Facility Operations and Maintenance Manuals
- Maintenance Records (EAMS electronic data system)
- Facility Record Drawings
- Daily Temperature Logs
- Spill Protocol and Record of Spills

3.2.2.1 Source Water

The WTP currently uses six production wells with a total permitted AADF of 1,702,300 gpd. The wells have flow meters on their discharge pipes, and withdrawal rates meet the WUP requirements. Two of the production wells are outside the WTP site. In November 2009, nine groundwater monitoring wells were constructed and placed into operation. Two of the four production wells on the Burnt Store RO WTP site were placed into operation in August 2010. Three additional shallow groundwater monitoring wells were installed in February 2014.

All production wells are confined in fenced areas and include submersible well pumps. Flow and pressure for each of the wells are monitored through SCADA. Well pads are elevated from the surrounding ground and are not prone to flooding that would result from normal rain events. The well observations from the condition assessment are as follows:

- Well No. 7 is an 8-inch-diameter well, located on site adjacent to the WTP's back-up generator. This is the oldest well in operation at the WTP, but it remains in good condition. Minor rust was observed on the stainless steel wellhead and butterfly valve operator.

- Well No. 8 is an 8-inch-diameter well, located on site near the WTP entrance. The well pump was replaced in February 2015 and is in good condition. Minor rust was observed on the pressure transducer saddle.

- Well No. 9 is an 8-inch-diameter well, located on site near the GSTs. A new well pump and motor were installed in 2016. Minor rust was observed on the wellhead and butterfly valve operator, but overall the well is in good condition.

- Well No. 11 is a 12-inch-diameter well located off site on Burnt Store Road. The well meter flow tube and check valve were replaced in February 2016 and are in excellent condition. Minor rust was observed on the wellhead stainless-steel pipe.

- Well No. 12 is a 12-inch-diameter well located off site on Burnt Store Road. Minor rust was observed on the stainless-steel wellhead pipe, but the pump and motor are in excellent condition.

- Well No. 15 is located at the rear of the site. The well pump and piping are in excellent condition. However, Well No. 15 is currently not in service due to suspected intrusion of lower quality water from this well's terminal strata. The 2013-issued WUP required this well be abandoned and capped. A study was completed in 2017 to evaluate an alternative way to bring this well back into service.

- Well No. 16 is a 12-inch-diameter well located on the east side of the site. The skid-mounted generator has been moved to a mobile trailer for multiple site use. The well pump is in excellent condition.

3.2.2.2 Pre-Treatment Components

3.2.2.2.1 Sulfuric Acid Addition

Sulfuric acid is used to decrease the pH of the raw water and prevent calcium carbonate precipitation. The 1,000-gallon bulk sulfuric acid storage tank is outside in the covered bulk storage area. The 100-gallon sulfuric acid storage tank is indoors near the chemical feed skid. The sulfuric acid skid contains two metering pumps. The metering pumps are in good working condition. The concrete in the secondary containment in the bulk chemical storage area was painted in 2018, and the 100-gallon tank inside the process room was replaced.

3.2.2.2.2 Scale Inhibitor Addition

Scale inhibitor is used to prevent precipitation and scaling of carbonate, sulfate, silica, and iron onto the membrane surface. The scale inhibitor is stored in a 75-gallon tank near the scale inhibitor feed skid in the process room. The scale inhibitor skid contains two metering pumps for redundancy. The scale inhibitor system is in good condition.

3.2.2.2.3 Cartridge Filtration

The facility contains five stainless-steel cartridge filter-housing vessels. Each vessel holds 40 1-micron cartridge filters. The pressure differential of each cartridge filter vessel is monitored to determine when filters need to be replaced.

The vessels are in good condition, and the staff changes the filters within the recommended differential pressure. No irregularities were reported, and the equipment appeared to be in excellent working order at the time of the site visit.

Water monitoring gauges and instrumentation for pretreatment components are centrally mounted on a wall that is adjacent to the chemical feed pumps and the filter vessels. The gauges are functioning properly and are in good condition.

3.2.2.3 Membrane Treatment Components

3.2.2.3.1 RO Feed Pumps

The Burnt Store RO WTP has five two-stage RO process trains, A through E. Trains A and B were installed in 2007, and Trains C, D, and E were installed in 2009. Trains A and B are served by two horizontal split-case pumps, and Trains C, D, and E are fed by vertical turbine pumps. Each RO feed pump is painted and in good condition.

3.2.2.3.2 Membranes

Trains A and B are arranged in an 8:4 array – eight pressure vessels in the first stage and four pressure vessels in the second stage. Trains C, D, and E are arranged in a 14:6 array. Each pressure vessel contains seven RO membrane elements resulting in a total of 84 for Trains A and B and 120 for Trains C, D, and E. The total number of membrane elements at the Burnt Store RO WTP is 528.

3.2.2.3.3 Sampling and Instrumentation

Membrane performance is assessed by monitoring the pressure, recovery, and water quality of the system. Staff can monitor water quality and pressure throughout the membrane process. Sampling sinks and instrumentation are operating properly and in good condition.

3.2.2.3.4 Membrane Cleaning System

Over time, membranes may experience fouling due to scaling, plugging, break-through, or several additional factors. Reversible fouling can be mitigated by in situ cleaning of the membranes, whereas some fouling may require membrane replacement. The WTP's membrane cleaning system has not been used in over 5 years. Operators restored the system in 2018 and will test the system's functionality in 2019.

The older trains (A and B) are still producing good-quality permeate but operate at a higher pressure, indicating minor fouling is occurring. A cleaning was last conducted on Train A in 2012 to reverse the effects of fouling and reduce the operating pressure. Minor improvements were achieved indicating that fouling is irreversible and will eventually require membrane replacement. Treatment Trains C, D, and E are in good working condition, except for some leaks on the concentrate port seals on Trains C and D. The leaks pose no environmental hazards or water quality issues.

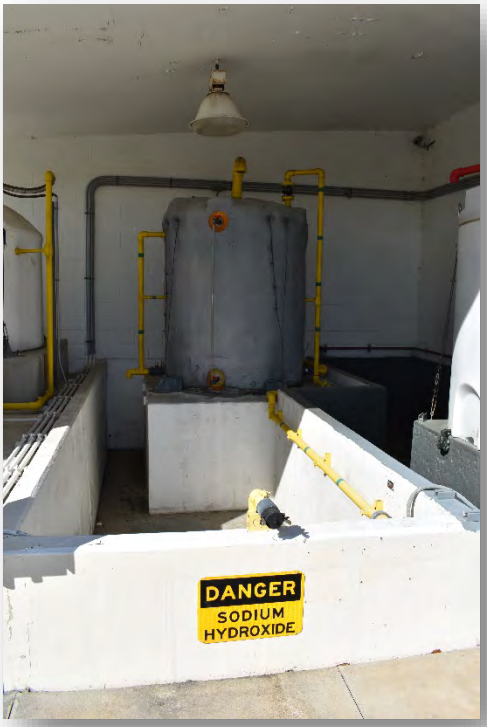
3.2.2.4 Post-Treatment Components

3.2.2.4.1 Degasification and Clearwell

Hydrogen sulfide is removed from the RO permeate via packed-tower degasification. Three packed-tower degasification units are on top of the concrete clearwell and can be operated automatically or manually. One of the degasifier blowers was repaired in February 2017. The degasifier media is expected to be in good condition, and the units are performing as designed. In 2014, the clearwell was temporarily taken out of service for inspection. The clearwell inspection report noted for staff to paint and exercise the isolation valve between the two tanks. Painting was completed in 2018.

Degasified water is transferred from the clearwells to the GSTs by three horizontal centrifugal pumps. In 2013, two in-line static mixers were installed in the transfer pipe leading to the GSTs to mix sodium hydroxide, corrosion inhibitor, and sodium hypochlorite. In 2015, two additional air-release valves were installed downstream of the pumps.

3.2.2.4.2 Sodium Hydroxide



Sodium hydroxide is used to adjust the pH of the finished water before pumping it into the distribution system. The sodium hydroxide system consists of a 1,100-gallon bulk storage tank, a chemical feed skid with two metering pumps, and a 90-gallon chemical feed tank. The skid and smaller storage tank are in the RO process room and are in good condition. The bulk storage tank is outside near the other bulk chemical storage tanks, which poses operational issues during cold weather. When temperatures are less than 45 degrees Fahrenheit (°F), operators install heat lamps to prevent the sodium hydroxide viscosity from increasing. The glass sight gauge on the bottom of the 1,100-gallon bulk storage tank and the ball valve on the transfer line from the bulk tank were replaced in 2018 and are functioning properly.

3.2.2.4.3 Corrosion Inhibitor

A zinc-orthophosphate-based corrosion inhibitor is used to reduce the dissolving of copper, lead, and zinc in the distribution system. A 30-gallon tank and chemical feed pump are indoors near the high-service pumps. The system is in good condition.

3.2.2.4.4 Sodium Hypochlorite

The sodium hypochlorite system consists of two bulk storage tanks, one 200-gallon storage tank, two chemical metering pumps, and two injection points. The bulk storage tanks are outside the process room and hold 1,400 and 1,100 gallons, respectively. The smaller storage tank and chemical feed skid are in a segment of the RO process room. Sodium hypochlorite is primarily injected before water enters the storage tanks (pre-disinfection), although operators also have the capability of injecting after the GSTs (post-disinfection) if needed to boost chlorine residual. The sodium hypochlorite system is in good operating condition.

Redundant analyzers that monitor post-treatment conditions of the water are on the wall of the clearwell. The instruments are well organized with SCADA connections to the Wonderware program, which can be monitored from the operations building. Instruments and chemical

feed rates can be adjusted to obtain the proper water quality. Instrumentation is calibrated and up to date.

3.2.2.4.5 Ammonium Sulfate

Because the distribution system currently operates with free chlorine, the ammonia system used to produce combined chlorine residual (chloramine) is not being used. Disinfection via chloramination may be used when the Burnt Store water system is expanded or connected to another water system that uses chloramines such as the PRMRWSF. In the meantime, the chemical feed pumps for this system have been stored indoors for use as spares for other chemical feed systems.

3.2.2.5 Storage

The Burnt Store RO WTP contains three 0.5-MG concrete GSTs housing a total of 1.5 MG of finished water. GSTs A and B were cleaned and inspected in FY 2013, and GST C was inspected in FY 2014. No sedimentation or defects were found in any tank. The outside of the storage tanks should be painted.

3.2.2.6 Distribution High-Service Pumps

The RO WTP has two medium-flow pumps, one high-flow high-service pump, and two jockey pumps providing flow to the distribution system. The two medium-flow pumps were installed in early 2012 to more accurately match the system flow needs. One of the jockey pumps was installed in August 2017.

Normally, the jockey pump and either of the two medium-flow service pumps are all that are needed to supply water and pressure to customers. The high-flow service pumps are necessary for fire flow demands and are exercised when system flushing is performed.

The variable-frequency (motor speed) drives (VFDs) on the pumps provide a constant pressure of 65 pounds per square inch (psi) at the beginning of the distribution system at the water plant regardless of the water use. The motor on Jockey Pump A should be painted due to rust observed on the unit, but the high-service pumps are operational and in good condition.

3.2.2.7 Concentrate Disposal/Deep Injection Wells

Concentrate from the RO process is disposed of by means of the on-site Deep Injection Wells IW-1 and IW-2. Both wells are permitted to accept concentrate and treated wastewater effluent. Concentrate is transferred to the deep well pumping station clearwell by latent pressure in the RO trains. There it is combined with wastewater effluent and injected into the deep wells. The maximum capacity of IW-1 is 0.564 MGD at a maximum rate of 392 gallons per minute (gpm). The maximum capacity of IW-2 is 2.88 MGD at a maximum rate of 2,000 gpm.

Both injection wells have flow meters and pressure gauges that can be monitored in the control room. Both wells undergo mechanical integrity testing every 5 years. A mechanical integrity test was successfully performed on IW-2 in 2013. A vibration analysis was also conducted for the vertical turbine injection well pumps in 2017. Due to the test results, the pumps were reprogrammed to minimize wear and appear to be functioning properly at the time of the site visit. The pumps at the station were painted in 2018 but the concrete wetwell needs to be painted.

3.2.2.8 Electrical Components, Standby Power, and Circuitry

The main electrical components of this facility include the electrical components of the RO process buildings, one 1,250-kW standby generator, and two 80-kW portable generators. The distribution transformer, which provides power to the site, was in good condition with no obvious signs of significant concern.

3.2.2.8.1 RO Process Building

The incoming switchgear was in good condition with minor issues. The switchgear contains warning labels identifying parts and components behind blank cabinets as being energized. However, none of the equipment includes the appropriate arc flash labeling as required by the National Fire Prevention Association (NFPA) 70E.

3.2.2.8.2 Auxiliary Power

Auxiliary power is adequately sized to run the WTP. The WTP generator and automatic transfer switch were part of the 2009 upgrade of the WTP. The standby generator is operated for 4 hours under load twice per month. An outside contractor performs the maintenance. The generator was cleaned and serviced in 2018. A high-level fuel alarm falsely trips when the fuel tank is filled, which should be corrected. Two generators that were historically attached to Wells No. 15 and 16 were converted to portable trailers. These generators can now be used to power the pumps at Wells No. 11, 12, 15, and 16 through permanently mounted generator connections at each well.

Overall, the electrical equipment is in good functioning condition based on information from the Operations staff.

3.2.3 Operations

The facility is staffed 16 hours per day, 7 days a week. The Burnt Store RO WTP operators remotely monitor the pressures in the Burnt Store distribution system 24 hours per day. Alarms can be evaluated, and operators or maintenance personnel can be deployed to take corrective action, if necessary. Since the water demand of the system does not require 24-hour production, the RO trains are regularly alternated to reduce membrane fouling.

3.2.4 Maintenance

Routine maintenance is performed on a scheduled basis. Rehabilitation of major pieces of equipment is completed according to the CIP that is revised yearly. Maintenance that is required to keep the WTP in compliance with regulations is performed immediately using in-house maintenance personnel or outside contractors. The treatment process requires constant maintenance of the chemical systems included in the treatment process. The Chief Operator has established a chemical system inspection routine where operators inspect chemical systems daily. Inspection results are recorded in a log. Leaks or other malfunctions are addressed immediately or referred to the Chief Operator for maintenance.

As part of the daily inspection, Operations staff examines the membrane process piping and tightens pipe fitting bolts when necessary. Operators visually check the union connections and other potential sources of leaks for each chemical storage and feed system daily and tighten as needed. The staff changes the filters every 6 months or when the differential pressure across the vessel exceeds 50 psi. Membranes are cleaned or replaced as needed determined by continuous water quality and hydraulic monitoring. The three GSTs at the Burnt Store RO WTP were cleaned and inspected in FY 2013 and 2014 and did not reveal any deficiencies. GSTs are scheduled for cleaning and inspection every 5 years in accordance with FDEP Rule 62.555.350(2), FAC. As a result of the maintenance practices and the new high-

service pumps that were placed into operation in FY 2013, no service interruptions due to pump malfunction occurred in 2018.

3.2.5 Review of Previous Report Recommendations

Table 3-5 summarizes the recommendations and current status from the 2017 Annual Report for the Burnt Store RO WTP.

Table 3-5 Burnt Store RO WTP 2017 Recommendations and Status

Recommendation:	Continue the Brackish Wellfield Study to determine alternative raw water well locations and transmission requirements for an expanding service area.
Progress:	*Completed.*
Recommendation:	Determine the ultimate use of Well No. 15.
Progress:	*To be investigated as part of the potable water master plan.*
Recommendation:	Continue to inspect and tighten the connections for the scale inhibitor, sodium hydroxide, sodium hypochlorite, and sulfuric acid pipes daily to prevent leakage.
Progress:	*Completed.*
Recommendation:	Replace the acid tank in RO process building.
Progress:	*Completed.*
Recommendation:	Replace multiple end caps that are leaking on Trains C and D.
Progress:	*Ongoing – leaking end caps are periodically found and repaired.*
Recommendation:	Evaluate the associated costs of operating at higher pressures to determine the optimum time to clean/replace membrane elements in Trains A and B. If cleaning is required, train staff on a cleaning procedure. If membrane replacement is required, obtain budgetary estimates for membrane replacement and incorporate into the CIP.
Progress:	*Ongoing – staff is testing the functionality of the membrane cleaning system and developing SOPs for membrane cleaning.*
Recommendation:	Repair the sodium hydroxide bulk storage tank gauge and ball valve.
Progress:	*Completed.*
Recommendation:	Paint the degasification towers.
Progress:	*Completed.*
Recommendation:	Replace the 100-gallon sulfuric acid tank.
Progress:	*Completed.*
Recommendation:	Paint the acid bulk storage containment area.
Progress:	*Completed.*
Recommendation:	Paint the motor on Jockey pump A.
Progress:	*Not completed.*
Recommendation:	Paint the deep well injection pumps.
Progress:	*Completed.*
Recommendation:	Repair the cameras on site.
Progress:	*Not completed.*

Recommendation:	Paint the GSTs.
Progress:	*Not completed.*
Recommendation:	Conduct 5-year GST cleaning and inspections in accordance with FDEP Rule 62-555.350(2), FAC.
Progress:	*Not completed.*
Recommendation:	The on-site generator needs a thorough refurbishment, which should include cleaning and mechanical repairs to address issues identified.
Progress:	*Completed.*
Recommendation:	Secure all electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts.
Progress:	*Completed.*
Recommendation:	Apply appropriate arc flash labeling on all switchgear in compliance with NFPA 70E to properly notify operations and maintenance personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine the energy levels present. This information would appear on the appropriate arc flash labeling as required.
Progress:	*Not completed.*
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study will help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment.
Progress:	*Not completed.*

3.2.6 Summary and Recommendations

CCU purchases water treated at the PRMRWSF to serve its Mid/West distribution system and produces water at the Burnt Store RO WTP to serve the South County distribution system. The PRMRWSF is owned, operated, and maintained by the PRMRWSA, and the Burnt Store RO WTP is owned, operated, and maintained by CCU. Charlotte County's allocation of the PRMRWSA-produced water is currently 16.1 MGD, and the Burnt Store RO WTP permitted capacity is 3.61 MGD AADF. Overall, CCU purchased or produced an average of 10.9 MGD of water in FY 2018. CCU is using approximate 64 percent of its allocated supply under the PRMRWSA and the Burnt Store RO WTP is operating at approximately 15 percent of its design capacity. CCU routinely and continuously monitors the quality of the raw and finished water sources. Monthly operating and water quality reports indicate the water delivered to the distribution system meets or exceeds regulatory quality requirements.

Like other brackish groundwater RO WTPs, the process components include chemical pretreatment, cartridge filtration, membrane treatment, degasification, and post-treatment stabilization and disinfection. Chemical use and cartridge filtration are conducted as recommended. The membrane elements in Trains A and B are approximately 12 years old and have shown signs of minor membrane fouling. The membrane elements in Trains C, D, and E are 10 years old. Cleaning was conducted on Trains A and B in 2012, but little performance was recovered. Overall, the Burnt Store RO WTP is in good condition. Minor

items were noted during the site visit. The WTP is clean and well organized, and staff continually performs maintenance.

Reviewing the electrical components at this facility shows that they are in good condition. Considering the age of the facility, finding extensive deterioration in the equipment would be unusual. Recommendations from the 2017 Annual Report continue to be implemented. Table 3-6 lists the recommendations from the 2018 site visit.

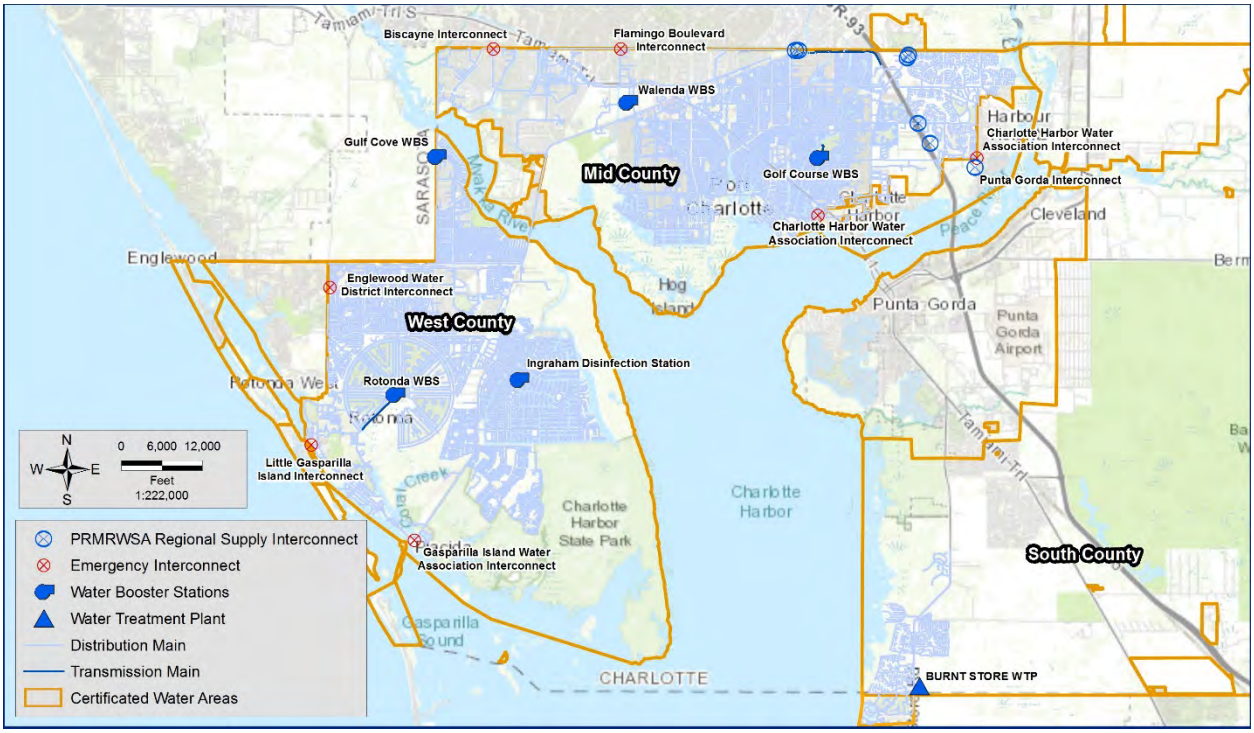
Table 3-6 Burnt Store WTP – 2018 Recommendations

Recommendation:	Determine the ultimate use of Well No. 15.
Recommendation:	Continue to inspect and tighten the connections for the scale inhibitor, sodium hydroxide, sodium hypochlorite, and sulfuric acid pipes daily to prevent leakage.
Recommendation:	Paint the motor on Jockey Pump A and the bases on other motors.
Recommendation:	Replace multiple end caps that are leaking on Trains C and D.
Recommendation:	Paint the concentrate disposal wetwell.
Recommendation:	Repair the cameras on site.
Recommendation:	Paint GST A and GST B.
Recommendation:	Test the functionality of the membrane cleaning system and develop SOPs for membrane cleaning.
Recommendation:	Conduct 5-year GST cleaning and inspections in accordance with FDEP Rule 62-555.350(2), FAC.
Recommendation:	Paint the outside of the motor control center (MCC) building.
Recommendation:	Pressure wash the outside of the Operations building.
Recommendation:	County should have the fuel level alarm adjusted to accurately predict high-level conditions.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study will help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment.

4 WATER DISTRIBUTION SYSTEM

This Chapter reviews the potable water distribution system infrastructure of CCU's two independent PWSs. The water distribution system components were evaluated by Jones Edmunds personnel on February 13, 2019. The larger system that serves the central and west portions of Charlotte County (referred to as Mid/West County or Peace River distribution system) is supplied with water from the PRMRWSA and uses chloramine as the disinfectant. The smaller system that serves the south area of Charlotte County (South County or Burnt Store distribution system) is supplied by water from the CCU-owned Burnt Store RO WTP, which uses free chlorine as the disinfectant. Figure 4-1 shows the certificated water service area and water distribution system infrastructure.

Figure 4-1 CCU Water Distribution System



At the end of FY 2018, CCU had 57,276 customer accounts in the Mid/West County distribution system and 2,516 customer accounts in the South County distribution system. The Mid/West County system contains bulk water users as listed in Chapter 2. The two systems contained 1,333.3 miles of water mains, ranging in size from 2 to 12 inches in diameter for the distribution mains and from 16 to 24 inches in diameter for the transmission mains. Ninety-eight percent of the distribution piping is 4 to 12 inches in diameter. There were 5,425 fire hydrants at the end of FY 2018.

The CCU water distribution system consists of the following major components:

- Regional transmission mains to transport water from the PRMRWSF to the CCU Mid/West County distribution system with flow meters at connections to the Charlotte County system.
- CCU transmission mains that supply water to the distribution mains from the regional transmission mains.

- Transmission mains in South County that transport water from the Burnt Store RO WTP to distribution mains in South County and north Lee County.
- Distribution mains that supply water from the transmission mains to customers.
- Fire protection assemblies and fire hydrants that may also be used for flushing the distribution system for maintenance purposes.
- Isolation valves that allow the operators to shut off the flow in pipe sections for maintenance purposes.
- GSTs that provide storage for peak customer demand, firefighting, and periods when treatment plants are not producing water.
- Disinfection facilities to maintain appropriate disinfection levels in the distribution system for delivery to the consumer.
- Water booster stations (WBSs) adjacent to GSTs and associated disinfection chemical feed facilities.
- A 24-inch check valve on the main supply line from the PRMRWSF to maintain system pressures and reserve water supply if the PRMRWSF is unable to supply water and pressure during emergencies.
- Interconnects with neighboring utilities for system redundancy and system flexibility.

4.1 Mid and West County Distribution System

The Mid and West County distribution system water is supplied to CCU through four PRMRWSA-owned regional transmission mains. The original pipeline is 36-inch-diameter supplemented by a 12-inch line. In September 2007, a 24-inch main became operational. In August 2012, a 42-inch main became operational. The Mid/West County distribution system consists of six aboveground, pre-stressed concrete GSTs (two have been decommissioned) with an active combined capacity of 10 MG, four WBSs, one chemical booster station, eight supply interconnects, seven emergency interconnects, and approximately 1,400 miles of water pipes between 2 and 24 inches in diameter. The following sections describe the system interconnects and WBSs in Mid and West Charlotte County.

4.1.1 Supply Interconnects

The Mid/West County distribution system contains several interconnects with neighboring utilities. Although some utilities use interconnects to sell water to neighboring systems, the PRMRWSA contract restricts members from selling water supplied by the PRMRWSA outside the member's service area without permission from the Authority. Therefore, CCU primarily uses its interconnects for redundancy and system flexibility. Table 4-1 lists the Charlotte County supply interconnects with neighboring entities.

Table 4-1 Charlotte County Supply Interconnects

Entity	Name	Approximate Location	Size
Punta Gorda	Punta Gorda Interconnect	Discovery Drive	14-inch
PRMRWSA	Kings Hwy Interconnect	10 Kings Highway	24-inch
PRMRWSA	Kings Hwy Interconnect	10 Kings Highway	12-inch
PRMRWSA	Rampart Blvd Interconnect	Rampart Boulevard	14-inch

Entity	Name	Approximate Location	Size
PRMRWSA	Luther Rd Interconnect	2300 Luther Road	12-inch
PRMRWSA	Veterans Blvd Interconnect	23751 Veterans Boulevard	12-inch
PRMRWSA	Harbor Blvd Interconnect	21453 Bachmann Boulevard	24-inch
PRMRWSA	Harbor Blvd Interconnect	21453 Bachmann Boulevard	18-inch

4.1.1.1 Punta Gorda Interconnect

The Phase 1A Punta Gorda pipeline interconnect (Kings Highway/Shell Creek Loop) consists of over 12 miles of pipeline with a minimum design capacity of 6.0 MGD, aboveground storage, high-service pumping, disinfection facilities, and tie-in points with CCU. The geographical end points of the interconnect are the PRMRWSA's 24-inch Regional Transmission System (RTS) on Kings Highway at the Charlotte/DeSoto County line and the City of Punta Gorda's Shell Creek WTP on South Washington Loop Road in Charlotte County. The interconnect, which is on Discovery Drive, is used to supply water to the City of Punta Gorda during the dry-season and receive water from the Punta Gorda system during the wet season. The interconnect is owned and operated by the PRMRWSA, but the flow meter at the interconnect is used to calculate the County's water usage. In FY 2018, Punta Gorda supplied 135 MG of water to Charlotte County, and Charlotte County supplied 128 MG to Punta Gorda through this interconnect.

4.1.1.1.1 Condition Assessment

Overall, the interconnect is in good condition, and no deficiencies were noted.

4.1.1.2 PRMRWSA Interconnects

The PRMRWSA interconnects are on the north and east edges of the Mid County distribution system and supply water to Mid and West County. The Kings Highway and Harbor Blvd. interconnects contain interconnect vaults and telemetry, which are owned by the PRMRWSA but can be accessed by Charlotte County. The interconnects along I-75 (Rampart, Luther, and Veterans) are buried and do not have flow monitoring at each location; rather the flow is calculated from the flow meters on Kings Highway and the Punta Gorda Interconnect flow meter.

4.1.1.2.1 Condition Assessment

The interconnects were reported to be in good condition, and no deficiencies were noted.

4.1.2 Emergency Interconnects

As a further safeguard for uninterrupted water supplies to Charlotte County citizens, CCU has additional emergency interconnects with adjacent water distribution systems. These interconnects are manually operated, equipped with bi-directional flow meters, and connected to the County's advanced metering infrastructure (AMI) system. The County has two 6-inch interconnects with Charlotte Harbor Water Association (CHWA), one 16-inch and one 12-inch interconnect with the City of North Port PWS, two interconnects with the Gasparilla Island Water Association (GIWA) and one interconnect with Englewood Water District (EWD). Table 4-2 lists the County's emergency interconnects.

Table 4-2 Charlotte County Emergency Interconnects

Entity	Name	Approximate Location	Size
CHWA	CHWA Interconnect	2606 Mauritania Road	6-inch
CHWA	CHWA Interconnect	22234 Edgewater Drive	6-inch
City of North Port	Flamingo Blvd. Interconnect	W Hillsborough Boulevard	12-inch
City of North Port	Biscayne Dr. Interconnect	17 Biscayne Drive	16-inch
GIWA	GIWA Interconnect	12595 Gasparilla Road	10-inch
GIWA	GIWA WTP Interconnect	5050 Linwood Road	6-inch
EWD	Englewood Interconnect	6369 Richledge Street	12-inch

The emergency interconnects with CHWA, North Port, and GIWA require little maintenance other than exercising valves, but a flow meter at the Biscayne interconnect with the City of North Port was replaced in FY 2017. In FY 2018, the design for a new interconnect was completed in North Port interconnection with Flamingo Boulevard. The County has planned and designed to relocate the Flamingo Boulevard interconnect to the City of North Port's nearby new pump station on Hillsborough. Construction is expected to begin in FY 2019.

4.1.2.1.1 Condition Assessment

Overall, the emergency interconnects are in good condition.

4.1.2.2 Englewood Water District Interconnect

The EWD interconnect not only provides redundancy for both PWSs in the event of an emergency, but also acts as a pressure booster station. The EWD interconnect facilities include two 40-horsepower (HP) booster pumps with a diesel generator for backup power supply. Monitoring at the interconnect facility includes total chlorine residual, pressure, and flow. No storage or chemical dosing is provided at this facility. By opening or closing valves, the EWD interconnect pumping station can pump water in either direction, i.e., to or from EWD. However, both entities must get permission from and will be billed by the PRMRWSA to receive excess water as stipulated by the PRMRWSA contract.

In FY 2015, Charlotte County completed minor modifications to the pumps and piping system that allow this facility to increase water circulation in the west portion of CCU's service area. A new flow meter was installed and shows the circulation is approximately 750 gpm. This change has resulted in increased system pressure and chlorination residual levels in the area that are required to meet state delivery disinfection requirements. The County replaced a faulty human-machine interface (HMI) in FY 2017 and constructed an aluminum cover over the pumps and piping at the site in FY 2018. The County also installed a new flow meter at the interconnect to monitor flows crossing SR 776 in West County.

4.1.2.2.1 Condition Assessment

Overall, the interconnect is in good condition, and one deficiency was noted:

- No roof is provided over the control panels, but a roof is planned to be installed in FY 2020.

4.1.3 Water and Chemical Booster Stations

Water and chemical booster stations are strategically located in the distribution system and typically adjacent to GSTs. The equipment at the booster stations is secured by chain link fences with barbed-wire tops. The booster stations can increase the disinfectant concentrations in the discharge water through sodium hypochlorite and ammonium sulfate addition. The following sections describe the booster station operations and their respective conditions.

4.1.3.1 Port Charlotte Golf Course Booster Station

The Port Charlotte Golf Course Booster Station is at 22339 Gleneagle Terrace, Port Charlotte, FL 33952. The station provides local storage and pressure and disinfectant boosting capability for the Mid County service area east of Tamiami Trail. The station was built in 1966 and rehabilitated in 2010. The station contains a climate-controlled laboratory and electrical room, a ventilated pump and chemical feed room, and a 1-MG GST. The station is fenced and has one automatic access gate. The station contains two chemical-injection systems for sodium hypochlorite and ammonium sulfate addition. Each system contains three metering pumps and two chemical storage tanks. The two 300-gallon ammonium sulfate storage tanks and two 800-gallon

sodium hypochlorite tanks are under a covered shed adjacent to the pump room. The County operates the station to maintain a 4.0-mg/L disinfectant residual. The station has a detached diesel generator for backup power supply.

The following major upgrades were made over the last 3 years:

- 2015 – The chemical feed lines from the bulk chemical storage tanks to pumps to injection points were replaced.
- 2016 – The GST was painted.
- 2017 – The holes penetrating the building walls from the new chemical feed lines were patched.
- 2017 – Site cameras were repaired.
- 2017 – The sodium hypochlorite skid was rebuilt.
- 2018 – The Chemscan process analyzer was replaced with a HACH 5500SC for ammonia monochloramine analysis.
- 2018 – A new sodium hypochlorite pump was installed, and a second pump was rebuilt.
- 2018 – The GST fill valve was rebuilt.
- 2018 – The GST manway gasket was replaced.
- 2018 – The GST inspection occurred in 2018.

4.1.3.1.1 Condition Assessment

The station is in excellent condition with updated equipment and building furnishings. Graveled areas around the station infrastructure are weeded, and landscaping is well maintained. The indoor buildings are kept clean, and tools and equipment are organized and stored properly. The high-service pumps are well maintained and functioning properly.

The incoming switchgear and distribution transformer appear in good condition with no obvious signs of significant concern. The generator and enclosure are mounted outside on an elevated sub-base fuel tank. They are in good condition. However, the height of the elevated generator may pose an issue (see notes below). Overall, the electrical equipment is in good functioning condition based on information from the Operations staff.

The following deficiencies were noted:

- The generator is mounted on a sub-base tank that is approximately 30 to 36 inches above grade. The height of the sub-base tank makes the generator controls and switchgear much higher than would be normally found and may cause an issue with maintenance personnel, requiring additional temporary platforms or ladders to be able to access the equipment for proper servicing and maintenance (see photograph). The National Electrical Code (NEC)

requires that electrical equipment controls must be mounted no higher than 6 feet 7 inches above finished grade to be accessible. Otherwise, this represents a code violation.

- The switchgear contains no labels identifying parts and components as being energized.

4.1.3.2 Walenda Booster Station

The Walenda Booster Station is at 17177 Walenda Avenue, Port Charlotte, FL 33953. The property contains potable water and reclaimed water infrastructure including reclaimed and potable water GSTs. The potable water GST has a capacity of 2 MG. The potable water station was built in 1994 and has two 100-HP and three 75-HP pumps. The larger pumps were replaced in 2010, and the smaller pumps are being investigated as part of the potable water master plan. The pumps and electrical components are in a ventilated room. The laboratory and office are in a climate-controlled room. The station is fenced and has two entrances with automatic gates. The station contains two liquid-handling systems for sodium hypochlorite and ammonium sulfate injection. The sodium hypochlorite system contains two 1,000-gallon bulk storage tanks and a chemical injection skid. The ammonium sulfate system consists of two 300-gallon bulk storage tanks and a chemical skid. The chemical skids for sodium hypochlorite and ammonium sulfate each contain two metering pumps and are in ventilated rooms. The bulk storage tanks are outside under covered sheds within secondary containment structures. The County operates the station to maintain a 4.0-mg/L disinfectant residual using a Hach APA 6000 ammonia/ monochloramine analyzer and a Wallace & Tiernan DEPOLOX 3 plus total chlorine analyzer. A diesel generator is in the pump room to provide backup power to the station.

The following O&M improvements were completed over the past 4 years:

- 2015 – The exterior of the GST was painted.
- 2015 – Pump No. 4 and its suction valve were replaced.
- 2016 – New chlorine storage and containment area was added.
- 2016 – Ammonia scales were removed and converted to ultra-sonic volume measurement.
- 2017 – A new flow meter assembly was installed to improve meter accuracy and distribution of disinfectant.
- 2017 – The 1,000-gallon sodium hypochlorite bulk tank was replaced, and a containment wall was constructed.
- 2017 – Site cameras were repaired.
- 2017 – The ammonium sulfate and sodium hypochlorite skids were rebuilt.
- 2017 – Motor No. 4 was rebuilt, and Motor No. 5 was replaced.
- 2018 – A new liner was installed in the interior of the GST.
- 2018 – Pump No. 4 seals were replaced.

- 2018 – Pump No. 5 was rebuilt, and the suction and discharge valves were replaced.
- 2018 – New lighting was installed in the pump room.
- Ongoing – Stratification of the GST is checked to confirm mixing in the tank.

4.1.3.2.1 Condition Assessment

The general condition of the station is good. The access roads outside the facility are aging, but are in fair condition inside the property. Graveled areas around the station infrastructure are weeded, and landscaping is well maintained. The indoor buildings are kept clean, and tools and equipment are organized and stored properly. The high-service pumps are well maintained and functioning properly.

The incoming switchgear and distribution transformer appear in good condition with no obvious signs of significant concern. CCU Operations staff reported that whenever the emergency generator is placed into operation, the power demand is usually greater than its rated capacity of 350 kW. The generator is inside the building that also contains the electrical switchgear. Overall, the electrical equipment is in good functioning condition based on information from the Operations staff.

The following deficiencies were noted:

- The outside of the GST should be re-painted following the new liner.
- CCU Operations staff reported that the generator is unable to accommodate the existing loads of the facility, which is a significant concern and relates to the operational security of the facility. Additionally, since the generator is inside the building that also contains the electrical switchgear, it raises concerns regarding maintenance personnel being properly notified of hazardous conditions that may exist during maintenance operations including fuels present, elevated noise level, and potentially excessive heat. This heat may also prove detrimental to the VFDs in the building since these devices are typically temperature sensitive.
- The switchgear contains warning labels identifying parts and components as being energized. However, none of the equipment includes the appropriate arc flash labeling as required by NFPA 70E.

4.1.3.3 Gulf Cove Booster Station

The Gulf Cove Booster Station (WBS No. 3) was built in 1980 and is at 12050 Van Lenten, Port Charlotte, FL 33981. The station receives flow through an aging 12-inch ductile-iron pipe that spans under the Myakka River and feeds the 2-MG GST. The station has four high-service pumps, rated at 50, 60, 75, and 100 HP, respectively. The pumps and electrical components of the station are in a ventilated building. The station is fenced and contains two entrances with automatic gates.

The station contains two chemical injection systems for ammonium sulfate and sodium hypochlorite addition. Each skid has two chemical feed pumps for redundancy. The booster station has two 600-gallon chlorine storage tanks and two 300-gallon ammonia storage tanks. Chemical skids and associated analyzers are in ventilated buildings, and the chemical storage tanks are outside under covered sheds. The sodium hypochlorite storage tanks are double walled, and the ammonium sulfate storage tanks contain secondary containment basins for safety.

Disinfectant residual is continuously monitored using a Hach 5500sc ammonia/ monochloramine analyzer. The County operates the station to maintain a 4.0-mg/L disinfectant residual. The booster station contains a diesel generator as a backup power supply.

The following O&M improvements were completed over the past 4 years:

- 2015 – A new chemical feed line was installed between the chemical building and the chemical feed point at the aboveground piping assembly leaving the site.
- 2015 – A monochloramine and ammonia analyzer was installed to better adjust disinfection chemical addition. The analyzer is serviced and calibrated quarterly.
- 2015 – The 5-year tank inspection was performed by CROM Engineering and Construction Services. The next inspection is due in 2020.
- 2015 – A raised-bed septic disposal system was installed to accommodate the on-site bathroom facilities.
- 2016 – CCU staff renovated the old chemical storage and metering rooms into an operations room and a restroom.
- 2016 – The PLC was upgraded to include pump operations.
- 2017 – A window was installed in the office to view the gate and chemical skids.
- 2017 – Exterior lighting was repaired
- 2017 – Site cameras were repaired.
- 2017 – Motor No. 2 was replaced.
- 2018 – An eyewash station was installed.

4.1.3.3.1 Condition Assessment

The station is generally in good condition. Roads and landscaping are well maintained. Graveled areas around the facility infrastructure are weeded, the grass is cut, and the perimeter fencing is devoid of plant growth. The indoor buildings are kept clean, and tools and equipment are organized and stored properly. High-service pumps are well maintained and functioning properly. In 2016, the County began planning to install a new water feed pipe across the Myakka River. The project is ongoing.

The incoming switchgear and distribution transformer appear in good condition with no obvious signs of significant concern. The incoming power company transformer did show signs of surficial rust. The standby generator reportedly functions properly and has no issues. The fuel system on the generator is a separate fuel tank, not a sub-base fuel tank as in many other installations throughout the County. The fuel piping and transfer system appears in good condition with no apparent signs of leakage. Overall, the electrical equipment is in good functioning condition based on information from the Operations staff.

The following deficiencies were noted:

- The pipe connecting the GST to the pump station is constructed of formed concrete, which is not industry standard.
- The concrete support on the GST influent pipe was corroded.
- The paint on the floor of the sodium hypochlorite injection room was eroded.
- The switchgear contains warning labels identifying parts and components as being energized; however, none of the equipment includes the appropriate arc flash labeling as required by NFPA 70E.

4.1.3.4 Rotonda Booster Station

The Rotonda Booster Station (WBS No. 6) is at 46 Parade Circle, Rotonda, FL 33947. Built in 1973, the station has two 100-HP pumps, two 65-HP pumps, and a 5-MG GST. The pumps and electrical components of the station are in a ventilated building. The station also contains a separate climate-controlled building with an office and laboratory. The station is fenced and contains one gated entrance.

The station has two chemical feed systems for injecting ammonium sulfate and sodium hypochlorite. The ammonium sulfate skids are in a ventilated shed, and each contains two metering pumps for injection before and after the GST. The sodium hypochlorite skids are in a chemical room attached to the main pumping room, and each contains two metering pumps for injection before and after the GST. Ammonium sulfate is stored in two 300-gallon bulk storage tanks and sodium hypochlorite in two 1,000-gallon bulk storage tanks. The chemical storage tanks are housed within a covered structure with secondary containment chambers for safety.

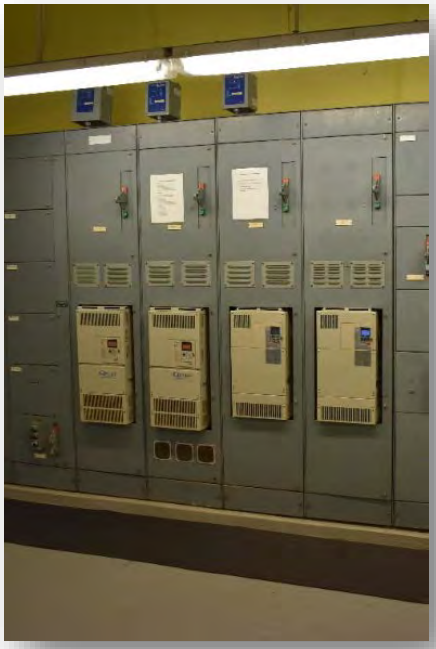
Disinfectant residuals are continuously monitored using a Hach 5500sc ammonia/ monochloramine analyzer. The County operates the station to maintain a 4.0-mg/L disinfectant residual. A diesel generator is available on site to provide backup power supply to the station.

The following O&M improvements were completed over the past 4 years:

- 2015 – A 16-inch discharge flow meter was replaced.
- 2015 – A discharge isolation valve was installed to allow complete isolation of the booster station from the distribution system.
- 2015 – A new access gate was installed.
- 2015 – The sodium hypochlorite tank was replaced.
- 2015 – New chlorine feed pump skids were installed – one for pre-GST disinfection and one for post-GST disinfection.
- 2016 – A new PLC was constructed by CCU personnel to collect data for reports. The new PLC is connected to the SCADA and controls the pumps and the chemical feed systems.
- 2016 – The GST was drained, cleaned, and inspected according to FDEP protocol of every 5 years.
- 2017 – The exterior of the GST was painted.
- 2017 – The decommissioned lime-softening WTP adjacent to the GST was demolished.
- 2017 – Two new shelter roofs for the ammonia tank and equipment storage were constructed.
- 2017 – Security cameras were replaced.
- 2017 – The Hach 5500sc monochloramine and ammonia analyzer was installed.
- 2017 – The 1,000-gallon sodium hypochlorite bulk storage tank was replaced.
- 2017 – Pump No. 3 was rebuilt.
- 2018 – A containment area was constructed, and the concrete flooring was sealed in the sodium hypochlorite skid feed room.
- 2018 – A new monochloramine analyzer was installed to monitor free and total chlorine and free ammonia.
- 2018 – A distribution flow meter transmitter was replaced.
- 2018 – The manway hatch of the GST was replaced.
- 2018 – Poly containment lines for the chemical feed systems were installed for the future GST bypass station.
- 2018 – High-Service Pumps 1 and 3 were painted.
- 2018 – The top of the diesel fuel storage tank for the generator was painted.

4.1.3.4.1 Condition Assessment

The station is in good condition. Roads and landscaping are in fair condition. Graveled areas around the facility infrastructure are weeded, but minor plant growth on the perimeter fencing was observed. The indoor buildings are kept clean, and tools and equipment are organized and stored properly.



The incoming switchgear and distribution transformer appear in fair condition. The incoming power company transformer did show signs of surficial rust. The standby generator reportedly functions properly and has no issues. The generator equipment inside the enclosure showed signs of light surface corrosion and wear. Overall, the electrical equipment is in good functioning condition based on information from the Operations staff. The equipment is quite dated with several components no longer manufactured. Several of the drives have been updated to Yaskawa VFDs and were retrofitted into the existing cabinets. However, the spaces provided did not match the drives, and there is now a gap between the drive and the enclosure (see photo at right) which may be problematic. Although no life parts appear to be exposed, this does raise a maintenance concern and the possibility of exposed parts.

The following deficiencies were noted:

- Much of the switchgear appears to be in only fair condition and is possibly reaching the end of its service life. Many components may no longer be manufactured, making long-term maintenance an issue.
- An exterior-mounted auto transfer switch (ATS) appears to be in fair condition and degraded due to exposure to weather.
- The switchgear contains no warning labels identifying parts and components as being energized.
- Gaps exist between the updated VFD drives and the enclosure.

4.1.3.5 Ingraham Disinfection Station

The Mid/West County distribution system contains one disinfection booster station at 14276 Ingraham Boulevard, Port Charlotte, FL 33981. The Ingraham Boulevard chlorine/ ammonia injection station monitors chlorine residual and injects additional disinfection chemicals to maintain the FDEP-required levels. The injection station is enclosed in a 6-foot chain link fence with barbed wire on top. The station contains two ventilated buildings, one serves as an office and the other houses the chemical skids. Each skid contains one metering pump, and a spare is kept on site. The system does not have a permanent backup generator and relies on the sewer system pump station power adjacent to the booster station. A total chlorine residual of 4.0 mg/L is maintained by injecting sodium hypochlorite at a rate that is paced by the flow passing the station. The chlorine level and local water pressure are monitored continuously.

The following upgrade was made over the last 3 years:

- A new chloramine-addition control was installed in 2016.

4.1.3.5.1 Condition Assessment

The general condition of the station is fair. The buildings are weathered but in operational condition. The landscaping is maintained.

The following deficiencies were noted:

- The sodium hypochlorite tank is not covered, exposing the tank and pipes to sun, which ages the material more quickly.
- The doorstep to the water quality testing and storage shed needs repair.

4.1.4 Storage

GSTs are typically located at WTPs and booster pump stations. The tanks are designed to be filled by system pressure. The water is pumped from the GST and pressurized to the desired system pressure before re-entering the distribution system. The GSTs provide the following functions for the CCU water supply system:

- Store water in case of an interruption of service at the WTP or a main transmission pipe failure.
- Provide local water to booster stations to provide adequate pressure for CCU customers and for firefighting.
- Meet peak demand by storing water during low-use periods for release during high-use periods.

Four operational potable water GSTs are within the main (Mid/West County) CCU service area, ranging in capacity from 1 MG to 5 MG, for a total capacity of 10 MG. Table 4-3 lists the GST capacity and number of pumps at each booster station.

Table 4-3 GST Capacities

Booster Station Name	GST Capacity (MG)	Number of Pumps
Golf Course	1	2
Gulf Cove	2	4
Rotonda	5	4
Walenda	2	5
Total	10	15

In addition, six 2-MG GSTs (for a total capacity of 12 MG) are at the PRMRWSF. This stored amount of treated water is available to Charlotte County and other PRMRWSA members for water supply for peak use such as fire flow or in case of a temporary loss of treatment at the PRMRWSF.

4.1.5 Operations

Treated water from the PRMRWSF enters the main CCU service area via four metered regional transmission mains. Although the system is looped, the flow generally continues to the Golf Course and Walenda Booster Stations, then to the Gulf Cove Booster Station, and lastly to the Rotonda Booster Station. General practice is to fill the Rotonda 5-MG tank through a 16-inch transmission main from the Walenda Booster Station to the Rotonda GST. This 16-inch transmission pipe also serves customers along its route. Sodium hypochlorite and ammonium sulfate are injected into the system to maintain proper disinfectant concentrations in the GSTs. Each tank is refilled when its level falls below the two-thirds point, unless there is reason for caution, such as during hurricane season. In such emergency situations, each tank is generally kept full.

Sound operations and maintenance processes implemented by a well-trained staff maintain the CCU system's integrity. Expected capacity needs are met through careful forecasting of demands and by capital improvements planning. The Water Distribution workgroup is responsible for dozens of operational processes with the common goal of maintaining adequate flow rate, volume, quality, and water pressure to CCU customers. CCU has a proactive training program for its staff. The County uses the industry-recognized University of California/Sacramento study books to assist staff in obtaining their operator licenses. CCU requires staff to take the course before sitting for the state certification tests.

4.1.6 Water Report

CCU maintains a continuous, monthly water audit for its Mid/West County water distribution system. Table 4-4 shows the Mid/West County audit results for FY 2018. The audit table compares the water received from the PRMRWSF to the sum of total water billed to customers, water for distribution system flushing and fire department uses, and water loss due to identified leaks and breaks.

CCU estimates the quantity of water used for flushing the distribution system water lines by the size of the outlet and amount of time flushing has occurred. Water regulations require a minimum chloramine residual throughout the system of 0.6 part per million (ppm). Most of the flushing water used is to maintain chlorine residual levels in the distant, isolated parts of the distribution system.

Water loss due to line breaks is estimated based on the pressure in the line before the break and the size of the pipe. At present, most main breaks are caused by contractors excavating for other utility installations or by aging pipe in the system. For example, new telephone systems are being changed from copper to fiber, new electricity poles are being installed, and underground lines are replacing old pole lines. Loss due to line breaks is estimated at 940,526 gallons per month or less than 0.3 percent of the total FY 2018 water use.

The unaccounted-for water loss column is the total metered water (Column 2) minus the sum of the known usages (Columns 3 through 8). The American Water Works Association (AWWA) considers a range of 10 to 20 percent for unaccounted-for water to be acceptable in a fully metered system. The annual average value for the unaccounted-for water in the CCU Mid/West County System was approximately 22,142,634 gallons per month or 6.95 percent.

Table 4-4 CCU Unaccountable Water Report (Mid/West County) FY 2018

Month	Total Metered Water (gal)	Sold (gal)	Construction Flushing (gal)	Hydrant Flushing (gal)	Construction Fill (gal)	Line Breaks (gal)	Fire Fighting (gal)	Unaccounted-for Water Loss[1]
Oct-17	321,801,000	222,040,000	234,506	40,225,695	164,813	530,548	50,000	58,555,438
Nov-17	335,667,000	251,898,000	31,000	37,340,088	0	335,935	50,000	46,011,977
Dec-17	349,598,000	271,282,000	1,900	36,749,257	12,107	253,630	50,000	41,249,106
Jan-18	334,007,000	294,182,000	6,280	16,676,907	285	2,389,023	50,000	20,702,505
Feb-18	307,554,000	291,501,000	82,175	13,053,040	634	1,237,507	50,000	1,629,644
Mar-18	366,146,000	332,411,000	54,328	13,868,156	586,625	160,389	50,000	19,015,502
Apr-18	349,848,000	295,820,000	794,546	18,718,204	12,256	728,215	50,000	33,724,779
May-18	320,723,000	297,152,000	639,863	30,912,671	14,709	1,536,312	50,000	-9,582,555
Jun-18	291,833,000	260,148,000	420,000	18,534,020	27,331	1,624,466	50,000	11,029,183
Jul-18	297,285,000	250,572,000	789,001	22,584,929	689	826,564	50,000	22,461,817
Aug-18	290,437,000	230,028,000	220,920	23,556,638	2,472	983,727	50,000	35,595,243
Sep-18	259,710,000	252,773,000	36,365	20,851,040	627	679,995	50,000	-14,681,027
Total (gal)	3,824,609,000	3,249,807,000	3,310,884	293,070,645	822,548	11,286,311	600,000	265,711,612
Monthly Average (gal)	**318,717,417**	**270,817,250**	**275,907**	**24,422,554**	**68,546**	**940,526**	**50,000**	**22,142,634**

Note: [1]Negative monthly water loss occurs because the meters are not read on the same day every month.

4.2 South County Distribution System

The CCU South County water distribution system, also known as the Burnt Store system, is wholly separated physically and geographically from the Mid/West County water distribution system. It is owned and operated by CCU. The current service area is concentrated in the south part of Charlotte County and a small area in north Lee County along the County border.

The South County service area is approximately 8 square miles of land in Charlotte County and 2 square miles in Lee County. The system services the nearly built-out Burnt Store Marina residential development in Lee County and a sparsely populated but growing residential development in Charlotte County. The water is produced by the CCU-owned Burnt Store RO WTP.

The South County distribution system consists of 64 miles of water main ranging in size from 2- to 20-inch diameter. Water main installations are expected to continue north and south of the WTP extending toward Punta Gorda and into Lee County, respectively. Approximately 400 fire hydrants exist throughout the South County distribution system.

4.2.1 Interconnects

The South County distribution system does not currently have interconnects with neighboring utilities. Since this is a future possibility, the County has constructed an ammonium sulfate injection system to maintain disinfectant compatibility. The system is not currently in operation but can be implemented if interconnects are added to the South County distribution system.

4.2.2 Water Booster Stations

Due to the relatively small size of the South County distribution system, the system has no booster stations or disinfection injection points. The chemicals and pumps are at the Burnt Store RO WTP.

4.2.3 Storage

The water storage for the South County distribution system is at the Burnt Store RO WTP; no additional storage is provided within the South County distribution system.

4.2.4 Operations

Treated water from the Burnt Store RO WTP enters the South County service area through a 20-inch transmission main. The transmission system divides into 16-inch north and 16-inch south transmission pipes within the Burnt Store Road right-of-way.

As with the Mid/West County distribution system, forecasting and capital improvement planning are also conducted for the South County system. The Water Distribution workgroup is also responsible for maintaining adequate flow rate, volume, quality, and pressure to the South County CCU customers.

4.2.5 WATER AUDIT

CCU maintains a continuous, monthly water audit for its South County water distribution system. The audit is calculated differently than the SWFWMD audit. Table 4-5 shows the results of the 2018 CCU audit for the South County distribution system. The audit table compares the water passing through the discharge meter at the Burnt Store RO WTP to the sum of total water billed to customers, water for distribution system flushing and fire department uses, and water loss due to identified leaks and breaks.

CCU estimates the quantity of water used for flushing the distribution system water lines by the size of the outlet and amount of time flushing has occurred. Water regulations require a minimum free chlorine residual throughout the system of 0.2 ppm. A large portion of the flushing water is used to maintain chlorine residual levels in the distant isolated parts of the distribution system.

At present, most main breaks are caused by contractors excavating for other utility installations or by aging pipe in the system. The South County distribution system has experienced line breaks due to pressure surges in the system. The system includes old polyvinyl chloride (PVC) water pipes that are thinner than the current CCU standard PVC water pipes. The thinner pipes are more brittle and susceptible to breakage. The pumps that pressurize the South County distribution system have been modified with VFDs to reduce pressure surges.

The unaccounted-for water loss column is the total metered water (Column 2) minus the sum of the known usages (Columns 3 through 6). The unaccounted-for water loss for FY 2018 was approximately 20 percent for the South County distribution system.

A water loss percentage over 10 percent requires that a water loss audit be prepared using a SWFWMD-automated water loss calculator. A water-loss-reduction plan was prepared in 2015 with the specific task to determine the source of the water loss. CCU has been working directly with SWFWMD staff to implement the plan. Several water loss sources were discovered in 2015.

The work included in the plan continued into FY 2018. CCU has installed new meters in every residential water service and checked the accuracy of commercial water meters to try to reduce the percentage loss. The Water Distribution workgroup performed a leak analysis throughout the South County distribution system, and a few minor leaks were found. SWFWMD conceded that continued search for small leaks is a futile effort that can be stopped by CCU, if requested by letter. In 2018, the City reduced the operating pressure of the system to reduce leaks and continued to investigate the issue by checking the accuracy of the meters and water accounting system.

Table 4-5 CCU Unaccountable Water Report (South County) FY 2018

Month	Total Pumped to Distribution (gal)	Total Sold (gal)	Hydrant Flushing (gal)	Line Breaks (gal)	Construction Flushing and Fill (gal)	Total Accounted-For Water (gal)	Total Unaccounted-For Water (gal)
Oct-17	13,771,316	7,643,000	97,842	28,604	10,000	7,779,446	5,991,870
Nov-17	13,771,260	10,434,000	190,863	798,625	10,000	11,433,488	2,337,772
Dec-17	14,913,347	9,762,000	178,248	201,680	10,000	10,151,928	4,761,419
Jan-18	14,828,957	12,091,000	34,259	0	10,000	12,135,259	2,693,698
Feb-18	13,930,256	12,181,000	11,295	0	10,000	12,202,295	1,727,961
Mar-18	16,605,152	13,576,000	142,900	0	10,000	13,728,900	2,876,252
Apr-18	14,602,250	12,153,000	267,567	50,600	10,000	12,481,167	2,121,083
May-18	11,419,126	10,706,000	201,424	270,511	10,000	11,187,935	231,191
Jun-18	10,490,080	8,027,000	71,740	0	10,000	8,108,740	2,381,340
Jul-18	10,545,504	8,519,000	5,324	10,754	10,000	8,545,078	2,000,426
Aug-18	9,687,136	7,206,000	356,120	10,857	10,000	7,582,977	2,104,159
Sep-18	9,695,744	8,212,000	15,567	39,400	10,000	8,276,967	1,418,777
Total (gal)	154,260,128	120,510,000	1,573,149	1,411,031	120,000	123,614,180	30,645,948
Monthly Average (gal)	**12,855,011**	**10,042,500**	**131,096**	**117,586**	**10,000**	**10,301,182**	**2,553,829**

4.3 MAINTENANCE

CCU performs three types of maintenance on its water distribution systems: predictive, preventive, and corrective. In predictive maintenance, tests and observations are performed on equipment to predict when failure of the component might occur. An example of a CCU predictive maintenance procedure occurs during the daily inspection of large stations. While at the station, the Operator takes infrared readings on motors and other components to measure abnormally high temperature readings. In doing so, an impending failure can be averted by addressing the cause of the temperature spike. Predictive maintenance is most suitable for equipment that is in essentially continuous operation, where abrupt failure would prove detrimental.

Preventive maintenance involves exercising components such as valves and hydrants, changing lubricants and replacing wearable parts on a schedule of time or usage. Preventive maintenance is most suitable for equipment that must be ready to be operated, even though it is typically not in use.

Corrective maintenance occurs when there is an abrupt failure or when the system is compromised by others, such as a cable installer puncturing a water main. Corrective maintenance focuses on restoring service as soon as possible, even with a temporary repair to be upgraded later.

4.3.1 SERVICE ORDERS

Maintenance begins with a service order (SO). Predictive and preventive SOs are generated by staff, so there is flexibility as to when they are performed. They are scheduled at such a time to be most efficient in terms of the availability of resources, especially labor.

Corrective SOs are usually generated by a customer phone call. During normal office hours, a CCU dispatcher documents the information and contacts the appropriate foreman to respond. During off-hours, an answering service records the information and contacts the on-call line technician for response. The on-call line technician has the resources to organize a four-person crew after hours, if needed. The level of service, from the customer's perspective, is that a live voice will respond to an emergency call 24 hours a day, 7 days a week. Some corrective SOs are generated by a telemetered alarm when certain parameters are breached; for example, low system pressure. The telemetry system sends a message to the cell phone of the Chief Operator, who deploys the required staff. This procedure allows for a problem to be addressed before a loss or reduction of service to the customer occurs.

The response time by the repair crew, even to the farthest point of the service area, is less than 45 minutes. This level of service is maintained in part by distributing crews geographically to reduce response distance. To maintain this level of service during off-hours, emergency staff is equipped with cell phones to expedite communication and wireless-enabled laptop computers. Every crew is in a vehicle equipped with the materials and tools to perform a wide range of maintenance activities, reducing the need for trips to the warehouse. In addition, warehouse personnel are on call 24/7 and are equipped to deliver materials and parts as needed.

4.3.2 Data Management

SOs generate valuable data that can be used to improve O&M based on actual performance. Historically, data were maintained in several media, including electronic and paper based, so it was not always easily retrievable. This condition was greatly improved with the County's implementation of a computerized maintenance management system. Known as the EAMS, it allows data to be located on a file server and be accessible to authorized users. The system has standard reports, but custom reports can be created for specific purposes. EAMS has greatly reduced paperwork and improved efficiency. The system continues to be expanded to other County departments, and staff training continues. A County-wide evaluation of current needs is underway to revise or replace the EAMS system.

Information being maintained includes costs to complete a SO in terms of labor, parts, and equipment use, including vehicles and outside contractors, if needed. The data can be used to generate budgets, evaluate the efficiency of processes and particular components of equipment, perform "what-if" scenarios, and conduct many other analyses that were too cumbersome to perform in the past.

4.3.3 Maintenance Activities

The CCU water distribution staff perform daily visual inspections, water quality tests, and temperature checks at each of the booster stations. In addition, each booster station is visited at least monthly to perform mechanical and electrical tests, greasing, and lubrication. Staff perform repairs and replacement of booster station pumps and motors, rather than relying on outsourced services, which are expensive and not as responsive. Each in-service booster station has a portable gantry on site to enable pumping units and motors to be pulled and replaced quickly. Because of these maintenance practices, the booster stations and especially the pumps are operating efficiently, and during FY 2018 no service interruptions occurred because a pump suddenly ceased to operate.

In FY 2018, CCU replaced 3,047 water meters and installed 808 new water meters with AMI automatic meters. The new fixed-base water meters are maintained and warranted for a 20-year replacement cycle, which is the optimum time for replacement. The existing design standards for pipes, valves, and hydrants allow the maintenance staff to be more efficient and cost-effective in maintaining the system. Water valves have been surveyed using a global positioning system (GPS), which allows any valve to be quickly located if it needs to be shut off. Staff regularly exercise hydrants and system valves to increase reliability. Large water meters are checked for accuracy yearly and repairs are conducted when necessary. Maintenance activities for FY 2018 in both County distribution systems included:

- Completed 4,905 service orders in the distribution system.
- Responded to 199 water quality calls and 816 customer calls for leaks.
- Installed one hydrant, replaced 13 hydrants, repaired 146 hydrants, and performed maintenance on 505 hydrants, including exercising, flow testing, and painting.
- Issued and addressed 54 boil water notices and repaired 69 line breaks on pipes 3 inches or larger.
- Installed 16 new valves, replaced 13 valves, conducted three valve insertions, and performed maintenance on 1,851 valves.
- Performed 808 new line installations and cleared 39 lines.
- Tested 87 large meters and replaced five.

- Replaced 57 galvanized steel service connections.
- Upgraded one distribution system sampling point.
- Completed a project to locate, verify, update, and log blow off locations in the South County system.
- Completed the EPA's fourth Unregulated Contaminant Monitoring Rule (UCMR4) sampling of the system.
- Developed and updated a standard operating protocol (SOP) for issuing boil water notices.
- Hired a contractor to service the water booster station generators.
- Accompanied FDEP on site visits for sanitary survey inspections on both the Mid/West and South County PWSs.
- Conducted system pressure tests in the South County system to assess water loss and system break impacts.
- Began start-up testing for small meters on the new test bench apparatus.
- Installed a 10-inch insertion valve on the force main behind the Eastport WRF.

4.3.4 Staff Training and Employee Retention

CCU encourages employees and staff members to participate in training activities to maintain license requirements and attract superior staff among a competitive labor market. The following training was conducted by CCU staff:

- Six staff members sat for various FDEP operator tests.
- Two staff members passed the Level 3 FDEP Distribution Operator Test.
- One staff member obtained their commercial driver's license (CDL).
- Operators attended a control valve training with Singer on site.
- Thirteen field staff attended Asbestos Awareness class.
- Six field staff completed Asbestos Familiarization training course.
- Two staff members completed the Competent Person training for Asbestos Removal Course.
- Three staff members attended the Florida Section of the American Water Works Association (FSAWWA) Fall conference for training.
- All water distribution staff members completed respiratory fit testing.

As with many organizations, maintaining the proper amount of staff is required to complete the maintenance activities that accompany the management of a distribution system. In 2018, the following staffing changes occurred:

- One Distribution Operator and Two Water Plant Operators positions became available.
- Two Field Technician positions were filled.
- One Water Plant Operator position was filled.

4.4 Consumer Confidence Reports

As required by federal and state regulations for utilities, CCU provides accessibility to every customer to view electronically or obtain a hard copy of the annual water quality report, also known as the Consumer Confidence Report (CCR). The report tabulates the results of water quality testing to identify the level of any contaminants detected in the drinking water. All water, including bottled water, originates from rivers, lakes, streams, ponds, reservoirs, springs, or wells. As water travels over land or through the ground, it dissolves naturally

occurring minerals and can also absorb substances that originate from animal or human activity. These contaminants may include:

- Microbial contaminants, such as viruses and bacteria.
- Inorganic contaminants, such as salts, metals, pesticides, and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals.
- Radioactive contaminants, which can be naturally occurring.

To ensure that tap water is safe to drink, EPA regulations limit the concentrations of certain contaminants in water provided by PWSs. All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk.

The results, as reported in the latest CCRs for the Mid/West and South distribution systems, indicate the levels of tested water contaminants in the CCU service area are safely below the maximum contaminant level allowed by federal and state regulations and orders, and in most cases are well below the level. In addition, the CCU Mid/West County distribution system water was the recipient of the FSAWWA's Water Distribution System of the Year award for Division 6 in 2018.

The most recent CCRs for the Mid/West (Peace River) and South (Burnt Store) County distribution systems are available at *https://www.charlottecountyfl.gov/dept/utilities/Pages/Reports.aspx*.

4.5 Review of Previous Recommendations

Table 4-6 and Table 4-7 summarize the recommendations and current status from the 2017 Annual Report for the Mid/West and South County distribution systems, respectively.

Table 4-6 Mid/West County Distribution System – 2017 Recommendations and Status

	Interconnects
Recommendations:	1. Install canopy over pumps, panels, and piping at the EWD interconnect. 2. Install flow meter to the CCU distribution system at the EWD interconnect. 3. Check to confirm the vibration on the pressure gauge pump No. 2 is within tolerance at the EWD interconnect. 4. Install a meter at the interconnect with North Port at Flamingo Boulevard.
Progress:	*1. Canopy was replaced on FY 2018.* *2. Flow meter was replaced on FY 2018.* *3. Pump No. 2 was replaced in FY 2018.* *4. Designed as is scheduled for construction.*

	WBS General
Recommendations:	1. Conduct stratification testing on the Gulf Cove, Rotonda, Walenda, and Port Charlotte Golf Course WBS GSTs. 2. Perform an overall cleaning of each generator housing at each WBS. 3. Apply appropriate arc flash labeling on appropriate switchgear in compliance with NFPA 70E to properly notify operations and maintenance personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine energy levels present. This information would appear on the appropriate arc flash labeling as required.
Progress:	1. *Quarterly testing ongoing (2.5 years of full compliance and no further issues).* 2. *Completed.* 3. *Not completed.*
	Port Charlotte Golf Course WBS
Recommendations:	1. Replace the Chemscan process analyzer. 2. Review the generator at the Port Charlotte Golf Course WBS to ensure that Occupational Safety and Health Administration (OSHA) compliance is maintained and accessibility of the equipment is provided.
Progress:	1. *Completed.* 2. *Not completed.*
	Walenda WBS
Recommendations:	1. Paint the concrete floors in the chemical injection rooms. 2. Replace interior liner in the Walenda GST. 3. Conduct washout inspection of GST. 4. Replace the generator at the Walenda WBS with a properly sized generator to accommodate the loads and ensure reliable operation of the station. 5. Secure electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts. 6. Perform a load study to identify any issues related to power quality, quantity, and capacity and help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment.
Progress:	1. *Completed.* 2. *Completed.* 3. *Completed.* 4. *Not completed but is scheduled to be conducted as part of the Water Master Plan project.* 5. *Not completed.* 6. *Not completed.*

	Gulf Cove WBS
Recommendations:	1. Continue to upgrade the Station by further progressing the replacement project for the Myakka River pipe crossing that supplies water to the station. 2. Replace the concrete pipe connecting the GST to the pump station at the Gulf Cove Booster Station. 3. Paint the concrete support on the influent pipe to the GST to prevent deterioration. 4. Check fittings and joints for leaks in the ammonium sulfate chemical injection room. 5. Paint the floor in the sodium hypochlorite chemical injection room to prevent concrete deterioration. 6. Install a portable eyewash station in the new operations room. 7. Conduct washout inspection of GST. 8. Conduct further analysis of the ATS based on the elevated temperatures of the primary and secondary conductors entering and leaving the drive to determine if this is a nominal temperature rise or if another condition exist that may be detrimental to the drive or the electrical system. 9. Secure electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts. 10. Perform a load study to identify any issues related to power quality, quantity, and capacity and help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment.
Progress:	*1. The Myakka River crossing is scheduled for 2020.* *2. Awaiting completion of Myakka River crossing.* *3. Awaiting completion of Myakka River crossing.* *4. Completed.* *5. Not completed.* *6. Completed.* *7. Completed.* *8. Not completed.* *9. Not completed.* *10. Not completed.*

	Rotonda WBS
Recommendations:	1. Paint rusted bases on Booster Pumps No. 1 and 3. 2. Modify the diesel fuel storage tank to prevent rainwater from collecting on top of the tank. 3. Paint the concrete floors in the sodium hypochlorite injection room. 4. Complete installation of the 24-inch water transmission main from Ingraham Street to the Rotonda GST. 5. Conduct further analysis of the ATS based on the degradation of the enclosure to ensure that it is functioning properly. 6. Secure electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts. 7. Perform a load study to identify any issues related to power quality, quantity, and capacity and help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment.
Progress:	*1. Not completed.* *2. Completed.* *3. Completed.* *4. Ongoing.* *5. Not completed.* *6. Not completed.* *7. Not completed.*
Recommendations:	**Ingraham Disinfection Station** 1. Cover the sodium hypochlorite storage tank and associated piping to prevent sun exposure and degradation. 2. Supply a redundant chemical pump at the Ingraham facility.
Progress:	*1. Scheduled for FY 2020.* *2. Completed.*

Table 4-7 South County Distribution System – 2017 Recommendations

Recommendation:	Continue to replace old "class" PVC pipe in the distribution system with new C-900 PVC pipe.
Progress:	*Ongoing.*
Recommendation:	Continue developing a computerized hydraulic model for the South County distribution system.
Progress:	*Ongoing.*

4.6 Summary and Recommendations

Charlotte County is a member of the PRMRWSA, which is charged with the task of providing adequate quantity and quality water to its members. The Mid/West County CCU service area is supplied with water that is purchased from the PRMRWSA through four transmission mains. CCU also maintains emergency interconnects with adjacent water utilities. These interconnects have proven to be valuable during emergency conditions. CCU has four WBSs

and one chemical booster station to maintain sufficient pressures and proper disinfectant residuals throughout the system. Each WBS contains a GST, high-pressure pumps, and chemical feed systems. At the end FY 2018, the Mid/West County system had 57,276 service connections and served a population of 143,649.

The electrical components at the Port Charlotte Golf Course WBS are in excellent condition. Without permanent platforms in place, accessibility of the generator is a concern. The electrical components at the Walenda WBS are in good condition. The standby generator is reportedly undersize and needs to be replaced to meet the existing demands. The electrical components at the Gulf Cove WBS are in good condition. The electrical components at the Rotonda WBS are in fair condition. Components were identified as possibly being at the end of their service life because of their age. The standby generator and incoming power appear in fair condition as well.

The total storage in the Mid/West County distribution system is 10 MG, which can be supplemented with additional storage at the PRMRWSF. The CCU's GSTs are cleaned and inspected every 5 years. This proactive maintenance procedure did not uncover any significant GST deficiencies in FY 2018. For FY 2018, the total water use was 3,824,609,000 gallons of water, and flushing quantities were reduced from 415 MG to approximately 296 MG in the Mid/West County distribution system. Maintaining the required chlorine disinfection concentrations throughout the system has required flushing water mains in the extremities of the system where residential demand is small.

The South County service area is supplied with water that is produced by the Burnt Store RO WTP. The South County distribution system does not currently have interconnects or booster stations. The Burnt Store RO WTP has sufficient storage and pumping capacity to serve the South County customers. At the end of FY 2018, the South County distribution system had 2,516 service connections and served a population of 7,172. The total water use was 154,260,128 gallons of water, and flushing quantities increased from 1.1 MG to approximately 1.5 MG in the South County distribution system. Water audit investigations continued during FY 2018, but no significant leaks have been identified. CCU continues to investigate.

CCU continues to perform preventive maintenance on hydrants and valves throughout both distribution systems. Residential and small commercial water meters are replaced on a 20-year cycle to ensure accurate readings. Large water meters are checked for accuracy yearly. The 2016 Water Quality Reports confirm that the water delivered by the CCU water distribution systems meets or exceeds regulatory quality requirements. Recommendations from the 2016 Annual Report continue to be implemented for the South County distribution system and the Gulf Cove booster station. □

Table 4-8 and Table 4-9 list the recommendations for the Mid/West and South distribution systems from the 2018 site visit.

□

Table 4-8 Mid/West County Distribution System – 2018 Recommendations

	Interconnects
Recommendations:	▪ Install a canopy over the control panel at EWD interconnect. ▪ Complete the relocation of the North Port interconnect at Flamingo Boulevard.
	WBS General
Recommendations:	▪ Perform a load study to identify any issues related to power quality, quantity, and capacity and to help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment. ▪ Apply appropriate arc flash labeling on appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine energy levels present. This information would appear on the appropriate arc flash labeling as required.
	Port Charlotte Golf Course WBS
Recommendations:	▪ Evaluate the generator at the Port Charlotte Golf Course WBS to ensure that Occupational Safety and Health Administration (OSHA) compliance is maintained and accessibility of the equipment is provided. ▪ Label the switchgear to identify parts and components that could be energized.
	Walenda WBS
Recommendations:	▪ Re-paint the outside of the GST. ▪ Replace the generator at the WBS with a properly sized generator to accommodate the loads and ensure reliable operation of the station.
	Gulf Cove WBS
Recommendations:	▪ Continue to upgrade the WBS by further progressing the replacement project for the Myakka River pipe crossing that supplies water to the station. ▪ Replace the concrete pipe connecting the GST to the pump station at the WBS. ▪ Paint the concrete support on the influent pipe to the GST to prevent deterioration. ▪ Paint the floor in the sodium hypochlorite chemical injection room to prevent concrete deterioration. ▪ Conduct further analysis of the ATS based on the elevated temperatures of the primary and secondary conductors entering and leaving the drive to determine if this is a nominal temperature rise or if another condition exists that may be detrimental to the drive or the electrical system.

Recommendations:	**Rotonda WBS** ▪ Complete installation of the 24-inch water transmission main from Ingraham Street to the Rotonda GST. ▪ Conduct further analysis of the ATS based on the degradation of the enclosure to ensure that it is functioning properly. ▪ Replace the VFD covers to eliminate gaps between the updated VFDs and the enclosures.
Recommendations:	**Ingraham Disinfection Station** ▪ Cover the sodium hypochlorite storage tank and associated piping to prevent sun exposure and degradation. ▪ Repair the doorstep to the water quality testing and storage shed.

Table 4-9 South County Distribution System – 2018 Recommendations

Recommendation:	Continue replacing old "class" PVC pipe in the distribution system with new C-900 PVC pipe.
Recommendation:	Continue developing a computerized hydraulic model for the South County distribution system.

5 WASTEWATER COLLECTION SYSTEM

5.1 SEWER SYSTEMS

The purpose of a wastewater collection system is to transport wastewater from customer structures to a treatment facility. The CCU collection system consists of the following components:

- **Gravity Sewer** – as the name implies, is piping installed at a gradual incline (slope) that allows wastewater to flow exclusively by the energy of gravity. Gravity sewers include manholes that allow for maintenance staff entry and equipment use. Flow entering gravity sewers discharges to manholes, lift stations, or a treatment plant.
- **Vacuum Sewer** – moves sewage from an individual service wastewater storage tank to a wastewater pumping station by a vacuum that is created at a pumping station site. This system uses smaller diameter pipes than a gravity sewer system.
- **Low-Pressure Sewer (LPS)** — is an alternative to a gravity sewer system and requires a small pump at each property. This system costs less to construct (smaller dimeter pipes, shallow depth piping) but costs more to operate and maintain (electrically driven equipment). Flows within an LPS system move only when pushed by new flow contributions.
- **Force Main** – is a pressured sewer pipe that conveys wastewater in a situation where gravity sewer flow is not possible. This system component is fed by a lift station.
- **Lift Station** – also referred to as pump station, is a facility designed to move wastewater from lower to higher elevations through force mains. This system component provides additional energy to the system where reliance on gravity is not possible. Lift stations are common in Florida because of the flat terrain.

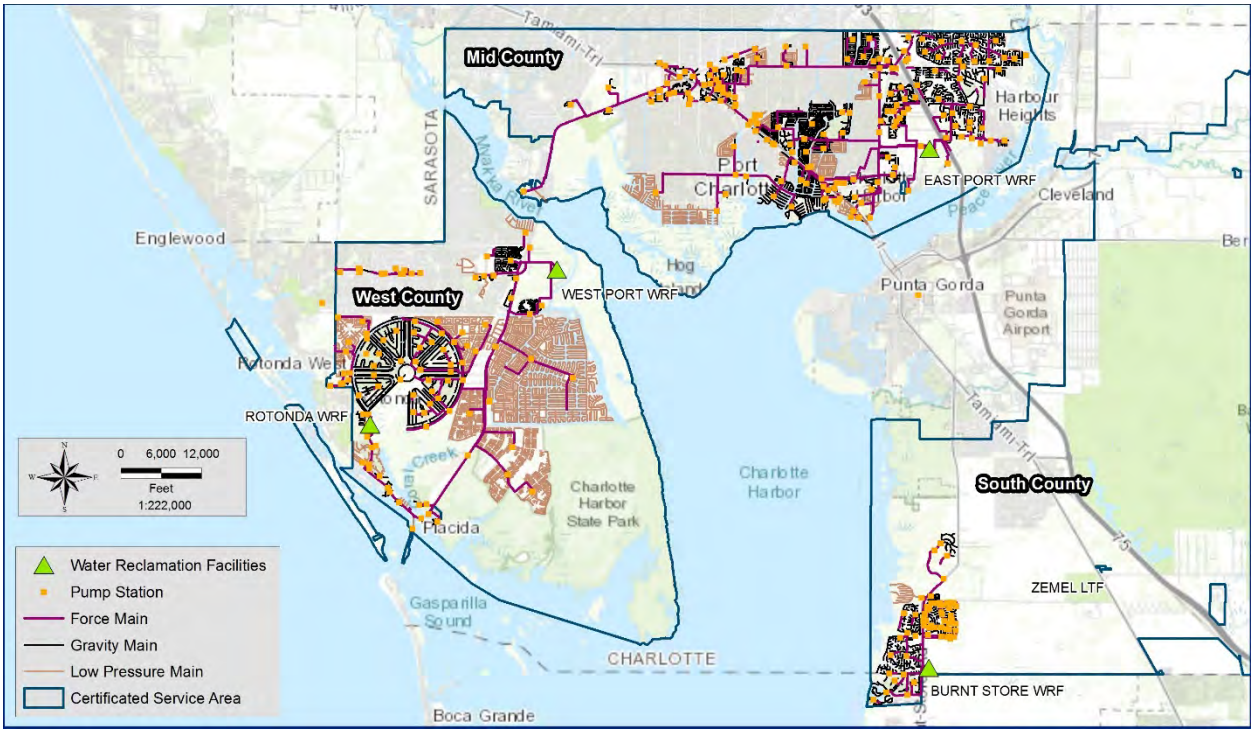
CCU's Service Area is served by four collection systems. Each system is tributary to a WRF, as discussed in Chapter 6. Figure 5-1 shows the CCU certificated service area and wastewater infrastructure.

At the end of FY 2018, there were 36,649 wastewater customers, an increase of 324 customers since FY 2017. These customers are served by:

- 379.6 miles of gravity sewer (7,332-foot increase).
- 299.9 miles of LPS mains (27,532-foot increase).
- 23.9 miles of vacuum sewers (16,368-foot increase).
- 264.1 miles of force mains (16,103-foot increase).
- 7,683 manholes (revised quantity from last year).
- 310 lift stations (no increase):
  - 297 owned lift stations (no change).
  - 13 maintained lift stations (under service contract from other County departments).

East-West Spring Lake vacuum sewer system went into service in 2016 and currently serves approximately 1,328 homes. The second (Contract D) vacuum/pumping station went into service in FY 2018 and presently serves 354 homes.

Figure 5-1 CCU Certificated Wastewater Service Area



5.1.1 System Expansion

The existing South, Mid, and West County wastewater systems were hydraulically modeled using SEWERGEMS™ software as part of a County-wide wastewater master plan. The model was updated in FY 2017 as part of the project but was not calibrated. The model identifies areas where capacity upgrades are needed to support future growth, as well as areas for future system expansion based on the ages of existing septic systems, proximity to surface water bodies, and other factors. The model is a constant work in progress that it is regularly updated when system changes occur.

Beginning in FY 2015, the construction of vacuum sewers began in the Spring Lake section of Mid County. In FY 2017, design work began on Phase 2 Ackerman and El Jobean. This innovative wastewater collection system serves homes previously on septic/leach field systems.

Currently, Municipal Service Benefit Units (MSBUs) are one of the preferred methods of funding wastewater expansion projects. MSBUs are created by County ordinance as a funding mechanism to provide services to defined areas. The associated project costs are evenly assessed on each property within the benefit unit as non-ad valorem assessments that appear on the property tax bills as a separate line item.

5.2 Lift Stations

At the end of FY 2018, there were a total of 310 maintained lift stations: 297 owned by the County within their collection system and 13 additional stations not in the County's service area, but currently maintained by the wastewater collection department under service contracts. The master lift stations have permanent auxiliary power. CCU owns portable standby power equipment and is purchasing more to improve system operations. In a

catastrophic event, the ability to provide power to the rest of the collection system is limited. Connections/receptacles for these portable generators are at nearly every lift station within the system. All lift stations allow wastewater pumping from wet wells during emergencies through a portable pump connections or an adaptor that can be installed when needed.

On February 19 and February 20, 2019, Jones Edmunds personnel and CCU Operations staff conducted site visits to three of the regional master lift stations and 15 lift stations dispersed among the West, Mid, and South portions of the County. Table 5-1 lists the 18 lift stations visited. The site-visit assessments help CCU to identify and prioritize maintenance, rehabilitation, or replacement work at these lift stations.

Table 5-1 Visited Wastewater Collection Systems – Master and Representative Lift Stations

Station No.	Location
Master Lift Stations	
LS 65 – South Port Master	415 Tamiami Trail
LS 309 – Bridgewater	Bridgewater Rd & New Castle Lane
LS 816 – Rotonda Boulevard West	300 Rotonda Boulevard West Boundary and Blvd West
Representative Lift Stations	
LS 1 – Community Center	Orange St & Easy St
LS 7 – Pure Oil	3666 Tamiami Trail Easy Street & US 41
LS 15 – Sistina	2470, Sistina St
LS 28 – Peachlove	24123 Peachland Boulevard, Peachland & Loveland Boulevard
LS 82 – Selkirk Maple Leaf Estates	2100 Kings Highway
LS 123 – KHW Walmart	Kings Highway & Sandhill Boulevard
LS 301 – San Marino	27264 San Marino Drive
LS 303 – Constantine	26173, Constantine Road & Aiden Way
LS 323 – Aysen	Aysen & Rancaqua Street
LS 415 – Prada	Prada Drive & Doredo Drive
LS 442 – Doredo 2	25191 Doredo Drive
LS 800 – Holiday Lakes	13700 Marathon Boulevard
LS 817 – Bunker Road	66 Bunker Road
LS 828 – Sweetwater	226 Wayne Road
LS 845 - David	Ingraham & David Boulevard

5.2.1 South Port Master Lift Station

South Port Master Lift Station (LS) 65 is centrally located just south of US 41 and southwest of the building located at 4157 S Tamiami Trail in Port Charlotte. The station contains three submersible 88-HP pumps in a 12-foot-diameter concrete wet well. The pumps include one Flygt and two Sulzer submersible pumps. Each pump has an estimated capacity of 1,500 gpm at approximately 100 to 111 feet of head.

Power service to the station is 480-volt, three-phase. The station is not fenced, but the building is locked and all access hatches are locked. There is a carbon adsorption, forced-air odor-control system at the station, which has kept hydrogen sulfide levels in the wet well low. This has contributed to the good condition of the wet well even though the station has been in service for over 20 years. The carbon adsorption unit is within a locked, fenced area.

A 300-kW Cummins generator, rated at 375 kVA, with an ATS installed in 2003 is inside the control building. The generator is operated once a week each Monday to ensure it is ready for standby power. The electrical and control panels are in good condition and are enclosed inside the building. The station has a SCADA system with a telemetry transmitter/receiver.

Due to the high inflow of this station and the relatively shallow wet well, the system capacity is extremely limited. The time between a high-water alarm and sewage spill is estimated at less than 10 minutes.

The following deficiencies were noted:

- Flow meter not functional.
- No fencing or enclosure to protect the valves and piping.
- Air-release valve (ARV) is leaking.
- Check valve seats worn.
- Paint flaking and fading, showing signs of rust formation underneath.
- Generator controls exceed 6-foot-7-inch limit as required by code.
- Minor concrete wear under odor control piping and concrete pads.
- Minor fence wear including rusted poles and bent fencing.
- Frequent fats, oil and grease (FOG) and ragging found.
- Transformer directly northeast of the lift station building was not bolted down.

Proposed 2019 improvements to the station include:

- Fence the entire site.
- Repair the flow meter.
- Evaluate generator control elevations to conform to code.
- Evaluate the use of a chopper pump or grinder station to reduce ragging.
- Bolt down the transformer.

5.2.2 Bridgewater (Deep Creek) Master Lift Station

The Bridgewater Wastewater Lift Station (LS 309) is a master lift station purchased by Charlotte County in 2003 that receives wastewater from 30 County-owned pump stations and a small number of private pump stations. It contains two pumps including a 47-HP Flygt and a 50-HP Sulzer submersible pump. The pumps discharge into an 8-inch 2-mile-long force main that pumps to the East Port WRF. Each pump has an estimated capacity of 660 gpm at approximately 120 feet of head.

The station is fenced and generally well kept. Power is provided by a 480-volt, three-phase power service. The station had two 10-foot-diameter wet wells; however the southeast wet well was converted to a manhole without replacing the lid. Wastewater flows through the manhole directly to the wet well containing the pumps. The wet well hatches are in good condition and provide adequate access to remove the pumps that are on a rail retrieval system. The discharge isolation valves and emergency pump discharge connection are in an underground concrete vault. The pump discharge pipes in the wet well were replaced with high-density polyethylene (HDPE) pipe in 2010. The pump discharge check valves were also rebuilt at the same time. The wet well was last coated in the 1980s.

A biological odor-control unit with a fan draws air from the wet well and reduces the hydrogen sulfide odor generated. The air movement also reduces the concentration of hydrogen sulfide in the wet well, which will lengthen the life of this concrete structure. The station receives wastewater with long detention times in numerous tributary pumping stations.

The pumps are started without the use of VFDs or soft starts. A generator is not available on site, but the station's main power panel is equipped with a portable generator receptacle. Operations staff indicated that the water level in the wet well is usually high even with both pumps on. The station contains a telemetry transmitter that allows monitoring to occur from the CCU central office and treatment plants.

LS 309 currently experiences frequent infiltration during the wet season that requires manual trucking of the excessive flows.

The condition of this critical station should be kept at a high level through planned equipment upgrades. An on-site generator with an ATS should be added to this regional master lift station. The County has noted that this station is on the list for a generator to be funded by a grant, but the County is waiting for confirmation on the approval. The addition of a protective coating in the wet well would also help prevent future degradation due to high levels of hydrogen sulfide.

The following deficiencies were noted:

- Signs of corrosion on the wet well interior wall likely due to high hydrogen sulfide concentration.
- Corrosion of piping and valves in the underground vault.
- Seepage under the west discharge pipe in the wet well.
- No dedicated suction bypass piping.
- Substantial concrete wear around the odor-control intake piping.
- Substantial wear of the concrete control panel posts allowing rebar exposure.
- Minor wear of the fence barbed wire due to local vegetation.

Proposed 2019 improvements to the station include:

- Provide a stationary generator.
- Evaluate pump capacities for potential downsizing once the Deep Creek FM is installed.
- Coat the wet well.
- Replace concrete control panel posts with County aluminum standard.

5.2.3 Rotonda Boulevard West Master Lift Station

The Rotonda Boulevard West Master Lift Station (LS 816) was built in the 1980s. LS 816 receives wastewater from up to 16 contributing County-owned pump stations and contains two 10-HP Flygt pumps. The discharge main is a 12-inch force main that is approximately ¼ mile long and discharges to a 24-inch gravity transmission main. Each pump has an estimated capacity of 1,100 gpm at approximately 24 feet of head.

LS 816 discharges to LS 801, which directly discharges to the Rotonda WRF. The station consists of an 8-foot-diameter wet well that receives flow from a 21-inch gravity sewer and a 2 1/2-inch low pressure system force main. The station has a SCADA system with a telemetry transmitter/receiver.

The station wet well exterior and electrical equipment are in relatively good condition, the station wet well interior is in moderate condition, showing signs of corrosion; and the valve vault is in poor condition, having significant corrosion on the steel and significant mud filling. The wet well interior has sufficient storage capacity and does not see significant impacts from I/I, but the coating has worn and the concrete top slab is degraded and exposing structural rebar and wood. There is also significant wear-through of the aluminum vault cover and surrounding concrete wall base. The degradation and exposure of the vault has resulted in partially buried valves and significant corrosion of the steel vault.

Power service to the station is 230 volt, three-phase. The station is not fenced and contains no odor control in place. The proximity of the overhead power lines results in potential danger to County staff when station pumps need to be pulled with a crane truck.

The following deficiencies were noted:

- Signs of corrosion on the wet well interior wall likely due to high hydrogen sulfide concentration.
- Interior concrete slab shows wear, exposing structural rebar and wood.
- Significant wear on the valve vault including partial burial of the valves.
- No dedicated suction or discharge bypass piping.
- Phase monitors appeared to be missing.
- Missing seal-offs from the control panel conduit. This represents a significant code violation as well as a potential explosion hazard.
- Rusted and worn padlocks on the wet well hatches.

Proposed 2019 improvements to the station include:

- Coat the wet well.
- Repair or rehabilitate the concrete top slab.
- Replace the valve vault and bring to current standards or evaluate converting the valves to aboveground.
- Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
- Evaluate the adjacent lot for future lift station conversion.

5.2.4 Representative Lift Stations Condition Assessment

On February 19 and February 20, 2019, Jones Edmunds personnel and CCU Operations staff also toured the selected group of neighborhood lift stations to develop a general sense of the overall condition of the lift stations that are within the CCU wastewater collection system. The outcome of the assessment will allow CCU to identify and prioritize maintenance, rehabilitation, or replacement work at these lift stations.

5.2.4.1 Lift Station 1 – Community Center

Lift Station 1 is on an open easement with no fencing at the intersection of Orange Street and Easy Street and receives gravity flows from the surrounding community including a seasonal community center. The station pumps are housed in a concrete building. The wall of the structure contains visible cracks. This station, originally built in 1959, contains two aboveground, self-priming, belt-driven 15-HP Gorman-Rupp pumps that were installed in 1980. The pumps receive flow through an 8-inch gravity main and discharge into an 8-inch 2,338-foot-long force main that pumps to LS 65. Each pump has an estimated capacity of 220 gpm at approximately 65 feet of head.

The discharge isolation valves and check valves are above ground for easy access and maintenance. The 7-foot by 6-foot rectangular wet well interior shows signs of corrosion from hydrogen sulfide. The well has no ventilation, so emitted gases are contained within the wet well and the building. Power service to the station is 230-volt, three-phase. The station has no odor-control system and no dedicated well bypass piping, although there is a covered square penetration in the wall directly above the wet well cover for local pump trucks to access the well with trucks for pump out. During storm events, when the water level in wet well is high, CCU uses tanker trucks to collect and transport excess flows to the WRF. The station was recently upgraded to incorporate a portable generator receptacle in the existing electrical control panel. The electrical and control panels are outside the building and are in moderate condition. The station has a SCADA system with a telemetry transmitter/receiver.

The following deficiencies were noted:

- Cracks in the concrete building, including daylight visible through pipe penetrations.
- Corrosion of the wet well.
- Outdated controls and replacement parts and components no longer available.
- Access hatch hinge separated from wall.
- Pipe patch for leaking wye still showed signs to be leaking.
- Paint flaking/peeling.

Proposed 2019 improvements to the station include:

- Paint the aboveground discharge pump and piping.
- Repair/replace the patched wye connection.
- Repair cracks in the building.
- Seal pipe penetrations.
- Provide an odor-control system.
- Replace the outdated control panel and bring electrical up to current standards.
- Perform thorough rehabilitation of the lift station including repairing the building, or replace the station with a modern submersible configuration and all new equipment.

5.2.4.2 Lift Station 7 – Pure Oil

This small lift station is at the rear of a gasoline station near the intersection of Tamiami Trail and Easy Street. The lift station serves residential and commercial areas to its north and west, receiving flows from LS 8 which discharges into the upstream gravity sewer through a 4-inch force main and discharging to LS 65 through 4-inch and 6-inch manifold force mains. This lift station contains two aboveground, self-priming, belt-driven 15-HP Gorman-Rupp pumps. Each pump has an estimated capacity of 220 gpm at approximately 65 feet of head. The overall condition of the station is moderate. The LS 7 pumps are above the wet well in a small concrete block building. The concrete wet well is corroded by years of hydrogen sulfide exposure, and metal reinforcement is exposed near the access hatch. The wet well has an older trough design, with estimated rectangular dimensions of 80 inches by 153 inches.

Power service to the station is 230-volt, three-phase. The station is not fenced, and metal reinforcement had to be installed behind the vented window after the plexiglass panels were broken by vandals and vagrants. The building door and all panels are typically locked. The station has no odor-control system and no dedicated well suction bypass piping, although there is a circular penetration in the wall directly above the wet well cover for local pump trucks to access.

The main control panel is a wooden box mounted on the outside of the building. The space inside the building is exposed to sewer gases because access for the wet well entry and float switches are open holes in the floor of the building. A new portable generator receptacle with a manual transfer switch has been recently added. A portable pump connection is in a valve box outside of the building. The station has a SCADA system with a telemetry transmitter/receiver.

The County's easement to access the station only extends 10 to 15 feet from the curb and is currently mostly taken up with multiple electrical power poles that provide overhead electric. The County currently accesses the station through the parking lot of the adjacent gas station; however, the employee parking and dumpster often partially block this access. Additionally, the nearby overhead power lines result in potential danger to County staff when operating a crane truck in this area.

The following deficiencies were noted:

- Deteriorated roof overhang.
- Missing glass windowpanes.
- Presence of odor.
- Missing seal-offs from the control panel conduit.
- Obstructed access for crane truck.

Proposed 2019 improvements to the station include:

- Repair the roof overhang.
- Replace the glass windowpanes.
- Paint the building.
- Install odor controls.
- Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
- Perform thorough rehabilitation including the improvements listed above or replace the station with a modern submersible configuration and all new equipment.
- Evaluate providing a dedicated access to the station.

5.2.4.3 Lift Station 15 – Sistina

The Sistina Lift Station (LS 15) is behind the house located at 2470 Sistina Street east of the intersection of Baltic Avenue and Sistina Street. It receives flow from three lift stations and low-pressure sewer systems.

The lift station was last updated in 1981. The overall condition of the station is well maintained with all equipment and structures in good condition. The station contains two 20-HP Flygt submersible pumps in an 8-foot-diameter concrete wet well. Each pump has an estimated capacity of 420 gpm at approximately 65 feet of head. The wet well hatches are in good condition and include a vent with bug screens. The wet well concrete is currently unlined and shows signs of wear along the walls and especially underneath the wet well slab. The discharge isolation valves and emergency pump connection are below ground in an adjacent valve vault and are consistently partially submerged under water due to the surrounding groundwater elevation. Power service to the station is 240-volt, three-phase. The main control panel is in good condition although it appears to be missing both seal-offs from the control panel conduit as well as an interlock between the generator breaker and the main breaker. The station has a SCADA system with a telemetry transmitter/receiver.

The high-level float at the Sistina lift station triggers a control that shuts down the nearby LS 16. The pumps discharge into an 8-inch force main that flows to the East Port WRF. The station is not fenced and is not equipped with odor control.

The lift station location also makes it difficult to access with a crane truck due to the lower elevation and the narrow easement running between the properties along Sistina Street and the golf course on the east side of the station. The property to the north of the station, 2460 Sistina Street, is currently unoccupied and could potentially be procured by the County to provide more accommodating access to the lift station or to become the new lift station location, converting the current location to a master manhole.

The following deficiencies were noted:

- No interlock between the generator breaker and the main breaker.
- Missing seal-offs from the control panel conduit.
- The open-floor design keeps the valve vault continually flooded due to the high water table in this area.
- Station location causes difficulty of access.

Proposed 2019 improvements to the station include:

- Coat the wet well or repair some of the degraded concrete.
- Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code.
- Replace the valve vault and bring to current standards or evaluate converting the valves to aboveground.
- Evaluate the adjacent lot for future lift station conversion.

5.2.4.4 Lift Station 28 – Peachlove

The Peachlove Lift Station (LS 28) is on the southeast corner of the intersection of Peachland Boulevard and Loveland Boulevard. It currently has three influent gravity mains and receives flow directly from LS 63. LS 28 discharges through an 8-inch force main into a 20-inch force main to the East Port WRF.

The station contains two 30-HP Flygt submersible pumps in a 10-foot-diameter concrete wet well. Each pump has an estimated capacity of 1,000 gpm at approximately 70 feet of head. The wet well hatches are in good condition and provide adequate access to remove the pumps that are on a rail retrieval system. The wet well lining is largely showing protection from sulfide; however, the seam areas including those in the liner and the pipe penetrations all have signs of significant seepage and wear. The discharge isolation valves and emergency pump connection are below ground in an adjacent valve vault. The pipe penetrations appear to have been sealed after the HDPE discharge piping was installed. Additionally, staff noted minor standing water in the vault despite an open drain port during a period of no rain for multiple days.

The station is fenced and has a standard carbon odor-control system. The power service to the station is 480-volt, three-phase. The station has a SCADA system with a telemetry transmitter/receiver. Minor concrete wear and structural metal rusting was observed on the control panel posts. The metal platform that the odor control unit is resting on is severely rusted and discolored, with layers of metal flaking and peeling off.

A road-widening project will begin this year that will include traffic improvements at the intersection of Peachland and Loveland Boulevards. This project will encroach much of the easement that is currently serving as the driveway into the LS 28 site. The County has made arrangements to acquire an easement from the parking lot east of the station to build a separate driveway to the facility. This will require a rearrangement of the equipment to continue to access the wet well with a crane truck. The proposed solution includes moving the odor-control unit onto the master manhole concrete pad and moving the Data Flow System

panel to the other side of the control panel, which will have the benefit of making access to the manhole. The gate would be moved on the east side of the fence to allow the direct access to the wet well.

The following deficiencies were noted:

- Minor wear of the concrete control panel posts and rusting of the structural metal supporting the posts.
- Seepage and lining wear around seams and pipe penetrations within the wet well.
- Significantly rusted odor-control base.
- Missing pressure gauge and miscellaneous piping removed from the odor-control unit.
- Valve vault drain is not functioning properly.

Proposed 2019 improvements to the station include:

- Replace concrete control panel posts with County aluminum standard.
- Re-line the wet well or specifically address the exposed penetrations and seams.
- Replace the odor-control unit base.
- Grout the valve vault at the appropriate slope.
- Evaluate and prepare for the rearrangement of the site as described above.

5.2.4.5 Lift Station 82 – Selkirk Maple Leaf Estates

The Selkirk Maple Leaf Estates Lift Station (LS 82) is within the Maple Leaf Estates senior living community just south of the intersection of East Queen's Way Road and Victoria Court. It receives gravity main-collected flows from the residential properties and discharges to LS 81 and ultimately to the East Port WRF.

The lift station was constructed in 1993 and last rehabilitated in 2005. The overall condition of the station is good with newly installed pumps and maintained structures. The station contains two 2-HP Zoller submersible pumps that were replaced in 2018. The concrete wet well is dual layered and rectangular (9 feet by 3 feet). The wet well cover is plated aluminum that is in good condition. There are 12-inch square hatches to observe the wet well, but the cover is bolted on. The pumps are not on a rail retrieval system, so the piping would need to be disconnected to pull the pump from the wet well. The discharge isolation valves

appear to be in good condition. No emergency pump connections were noted. The station is not fenced and there is no odor-control system.

Power service to the station is 230-volt, single-phase. The lift station does not have a SCADA, telemetry transmitter, or telemetry receivers. The station is seasonal and low maintenance, and the downstream master lift station, LS 83, has sufficient capacity and SCADA.

The following deficiencies were noted:

- Signs of corrosion on the wet well interior wall likely due to high hydrogen sulfide concentrations.
- Wear of the interior concrete slab, including structural concern near the supporting bolts.
- Rodent nesting observed.
- No dedicated suction or discharge bypass piping.
- Missing seal-offs from the control panel conduit.

Proposed 2019 improvements to the station include:

- Coat the wet well or repair some of the degraded concrete.
- Install seal-offs on any electrical equipment to return to conformance with code.

5.2.4.6 Lift Station 123 – KHW Walmart

The KHW Walmart Lift Station (LS 123) is between the gas station and Walmart off Kings Highway and Sandhill Boulevard. The station receives local gravity flow and discharges to LS 27. This lift station contains two 20-HP Flygt submersible pumps in a 6-foot wet well. The pumps discharge into a 4-inch force main. Each pump has an estimated capacity of 476 gpm at 82 feet of head. The station is fenced and generally well kept. Power service to the station is 480-volt, three-phase. The wet well hatches are in good condition and provide adequate access to remove the pumps, which are on a rail retrieval system. The discharge isolation valves and emergency pump connection are above ground and appear to be in good condition.

The electrical panel is in good condition. The station has no generator but the main power panel is equipped with a portable generator receptacle. The station has a SCADA system with a telemetry transmitter/receiver.

There are two major concerns with the condition of this station. First, there appears to be severe settling between the wet well and the surrounding equipment and substantial evidence of elevation changes between the wet well and the surrounding piping, valves, and control panel. This evidence is largely substantiated by significant cracking of the concrete pad, bending of the piping between the wet well and valves, disconnect of some electrical conduit exposing the wire inside, cracking of the PVC vent cap, and bending of the metal supporting the control panel. The second is the velocity in the 4-inch discharge main, which is beyond the County's level of service norms. At 472 gpm, the velocity in the 4-inch force main exceeds 10 feet per second regularly.

The following deficiencies were noted:

- Settlement impacts including, but not limited to, concrete cracking, pipe bending, PVC cracking, metal bending, and conduit separation.
- Force main velocity exceeding the County's level of service.

Proposed 2019 improvements to the station include:

- Evaluate the lift station site to determine the source of the settling and either repair with flowable fill or relocate the station to an adjacent site.
- Install a 6-inch force main to connect to the manifold 8-inch force main at King's Highway.

5.2.4.7 Lift Station 301 – San Marino

The San Marino Lift Station (LS 301) is within a County easement in front of 27257 San Marino Drive. The station serves mostly a residential area, receiving flow through an 8-inch gravity main and discharging through a 6-inch force main through LS 306, LS 309, and ultimately to East Port.

The station contains two 10-HP Davis EMU submersible pumps in a 6-foot wet well. Each pump has an estimated capacity of 228 gpm at 92 feet of head. The concrete wet well shows substantial signs of wear including aggregate exposure, although no structural rebar appeared to be exposed. The discharge isolation valves and emergency pump connection are below ground in an adjacent valve vault. The vault appears to be poorly maintained, with wood, hosing, piping pieces, and debris filling the vault and obstructing access to the isolation valves. The station is not fenced, but the panel, wet well, and valve vault are padlocked. The station does not have any odor control other than bagged deodorizing blocks.

Power service to the station is 230-volt, three-phase. The control panel was upgraded in 2014. The station has a battery backup for the high well alarm horn if power is lost, but does not have any SCADA, telemetry transmitter, or telemetry receivers. A generator receptacle with a manual transfer switch is available on the control panel. The wet well is immediately adjacent to a utility pole with low-hanging electrical lines. The nearby overhead power lines result in potential danger to County staff when station pumps need to be pulled with a crane truck.

The following deficiencies were noted:

- Signs of corrosion on the wet well interior wall likely due to high hydrogen sulfide concentration.
- Wear of the interior concrete slab, including structural concerns near the supporting bolts.
- Significant FOG and rag build-up in the wet well.
- Valve vault debris.
- Low-hanging overhead power lines.
- Missing seal-offs from the control panel conduit.

Proposed 2019 improvements to the station include:

- Coat the wet well or repair some of the degraded concrete.
- Clear out the valve vault and perform required repairs to maintain integrity.
- Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.

5.2.4.8 Lift Station 303 – Constantine

The Constantine Lift Station (LS 303) is at the southeast corner of the intersection of Constantine Road and Aden Way. The station receives residential flow from the surrounding development through three gravity inverts and discharges through a recently replaced 4-inch force main to LS 302 and ultimately to the East Port WRF.

The lift station contains a single 3-HP Flygt submersible pump that was replaced in 2016 to include a cutter impeller due to significant ragging in the system. The pump has an estimated capacity of 312 gpm at 16 feet of head.

The power service to the station is 240-volt, single-phase and is serviced through underground electric. The control panel uses an inverter to allow a three-phase generator hookup for the portable generator quick connection. No interlock was noted between the main breaker and the generator breaker. The station has an Omni-Beacon telemetry system.

The wet well is in the center of the road intersection, which requires Operations staff to manage traffic during routine maintenance and any pump pulling. The wet well has some signs of corrosion and seepage under pipe penetrations in addition to having an older conical lid design, obstructing access during the maintenance events. The County owns the adjacent lot southeast of the intersection. The design to move the lift station into the lot and the existing wet well converted to a master manhole has been completed. This would also allow for appropriate installation and access to isolation valves and bypass piping, which currently do not exist at this simplex station.

The following deficiencies were noted:

- Signs of corrosion on the wet well interior wall likely due to hydrogen sulfide concentration.
- No interlock between the generator breaker and the main breaker.
- Missing seal-offs from the control panel conduit.
- Difficult to access wet well.
- No isolation valves.

Proposed 2019 improvements to the station include:

- Coat the wet well or repair some of the degraded concrete.
- Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code.
- Evaluate the adjacent lot for future lift station conversion.
- Evaluate the installation of a secondary standby pump.

5.2.4.9 Lift Station 323 – Aysen

The Aysen Lift Station (LS 323) is northwest of the property at 25358 Aysen Drive. The station receives flow from LS 324, LS 325, and LS 326 and discharges to LS 321.

The lift station contains two 5-HP Sulzer submersible pumps in a 6-foot concrete wet well. Each pump has an estimated capacity of 132 gpm at 35 feet of head.

The power service to the station is 240-volt, single-phase. There is a portable generator hookup. No interlock was noted between the main breaker and generator breaker.

The station has a SCADA system with a telemetry transmitter/receiver. The control panel appears to have been recently painted. The surrounding vegetation caused minor difficulty in accessing the electrical equipment on the back of the control panel.

The wet well is showing signs of corrosion, with what appears to be the former lining material peeling from the walls. Discharge isolation valves and the emergency pump connection are below ground in an adjacent valve vault. The pump discharge piping appears to be travelling through the former larger pipe, with the latter acting as a casing. This pipe was filled with foam insulation, but the vault still appears to be receiving significant rust and corrosion, likely from hydrogen sulfide. This has resulted in concrete wear, including exposed structural rebar. The station is not fenced, but the panel, wet well, and valve vault are padlocked. The station does not have any odor control.

The current location has a swale running between the station and the road, which results in a flooded area to circumvent during high rain events when pumps need to be pulled. During dry events, the ditch elevation also causes access difficulty and the proximity to the road also results in road blockage. The County owns the lot directly northeast of the lift station, and design plans have recently been completed to construct this lift station conversion. This will allow easier access to the lift station from the south end of Purus Street.

The following deficiencies were noted:

- Signs of corrosion on the wet well and valve vault interior likely due to hydrogen sulfide concentrations.
- No interlock between the generator breaker and the main breaker.
- Missing seal-offs from the control panel conduit.
- Nearby vegetation.

Proposed 2019 improvements to the station include:

- Coat the wet well and seal and repair the contents of the valve vault.
- Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code.
- Proceed with lift station conversion.

5.2.4.10 Lift Station 415 – Prada

The Prada Lift Station (LS 415) is on a dirt road south of the intersection of Doredo Drive and Prada Drive. The station receives approximately 85 percent of the simplex stations in the Burnt Store area and discharges directly to Burnt Store RO WRF through a 4-inch force main.

The station contains two 7.5-HP Davis EMU submersible pumps in the 8-foot wet well. Each pump has an estimated capacity of 109 gpm at 80 feet of head. The pumps are installed on an older t-rail system. The station is fenced, but there is no odor control at the station.

Power service to the station is 230 volt, three-phase. A portable generator receptacle with a manual transfer switch is available as well as a discharge pump connection inside the valve vault. The station has a SCADA system with a telemetry transmitter/receiver.

The following deficiencies were noted:

- Signs of corrosion on the wet well and valve vault interior due to hydrogen sulfide concentrations.
- Missing seal-offs from the control panel conduit.
- The conduit was partially installed within the concrete of the wet well, possibly undermining the integrity of the concrete and resulting in difficulty performing electrical maintenance.

Proposed 2019 improvements to the station include:

- Coat the wet well and seal and repair the contents of the valve vault.
- Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
- Evaluate upgrade to the electrical including replacing the aging control panel, updating the conduit location, and generally bringing the system up to current standards.

5.2.4.11 Lift Station 442 – Doredo 2

The Doredo 2 Lift Station (LS 442) is at the intersection of Doredo Drive and Alcazar Drive. The station receives approximately 15 percent of the simplex stations in the Burnt Store area and discharges to LS 415 and ultimately to Burnt Store RO WRF through a 4-inch force main.

LS 442 contains a single 3-HP Hydromatic submersible pump. The pump has an estimated capacity of 413 gpm at 7 feet of head and sits in a 6-foot wet well.

Power service to the station is 230 volt, three-phase. A portable generator receptacle with a mechanical interlock is available. The station does not have a SCADA system, but does have a local annunciator with 12-volt battery backup. The station experiences high flows and can often have ponding during high rain events. The system is not fenced and does not have an odor-control system. The wet well top slab, hatch, and interior walls are all in good condition.

The wet well is in the center of the road intersection, which requires Operations staff to manage traffic during routine maintenance and any pump pulling or to schedule the operations to be performed at night. The wet well has almost no signs of corrosion. The wet well access hatch is a bolt-down design. The adjacent lots to the south of the intersection are already procured by a separate entity, but the County would prefer to move the wet well out of the road and convert the existing wet well to a master manhole. The move would also allow for the installation of a stand-by pump, isolation valves, and bypass piping.

The following deficiencies were noted:

- Location of wet well and method to access hatch promote possible danger to staff.
- No isolation valves.
- No stand-by pump.
- No bypass piping.

Proposed 2019 improvements to the station include:

- Evaluate an adjacent lot for future lift station conversion.
- Evaluate the installation of a secondary stand-by pump.

5.2.4.12 Lift Station 800 – Holiday Lakes

The Holiday Lakes Lift Station (LS 800) is within the Village of Holiday Lake subdivision, west of the intersection of Delamere and Marathon Boulevard and just east of a canal crossing. The station receives flow from LS 877, low-pressure sewer systems, and local gravity mains and discharges to the West Port WRF through an 8-inch force main.

The lift station contains two 10-HP Flygt submersible pumps in a 5-foot by 5-foot concrete wet well. Each pump has an estimated capacity of 250 gpm at 75 feet of head. One of the two pumps was replaced in 2016.

The power service to the station is 230-volt, three-phase. A portable generator hookup with an interlock is between the main breaker and generator breaker. The station has a SCADA system with a telemetry transmitter/receiver. One of the conduits feeding the float wires in the control panel appears to have been recently replaced; however, the new conduit is missing a seal-off.

The wet well is showing signs of corrosion around the pipe penetrations, but the existing coating appears to be in good condition. Discharge isolation valves and emergency pump connections are above ground and adjacent to the wet well. The station is not fenced, but the panel and wet well are padlocked. A biological odor-control unit with a fan draws air from the wet well and reduces the hydrogen sulfide odor generated. The air movement also reduces the concentration of hydrogen sulfide in the wet well, which will lengthen the life of this structure; however, there are concerns with the level of algae growth within the odor-control unit.

The lift station has required a lot of upkeep with frequent starter and pump issues. Increased flow to this lift station is expected with growth in the area, which may impact the existing storage; however, it could present more dire circumstances if the pump and starter issues persist.

The following deficiencies were noted:

- Signs of corrosion around pipe penetrations due to hydrogen sulfide concentration.
- One of the three conduits entering the control panel does not have a seal-off.
- Algae growth is interfering with the odor-control unit.

Proposed 2019 improvements to the station include:

- Coat or repair the pipe penetrations within the wet well.
- Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
- Evaluate the odor-control unit to prevent algae growth.
- Evaluate the possibility of an on-site generator in preparation for the projected future buildout.

5.2.4.13 Lift Station 817 – Bunker Road

The Bunker Road Lift Station (LS 817) is near Hole 9 at The Palms golf course and behind 66 Bunker Road and 52 Bunker Place. It receives gravity flow from the surrounding residential subdivision and discharges to LS 816 through a 4-inch force main.

The lift station contains two 5-HP Flygt submersible pumps, with the most recent installation in 2015. Each pump has an estimated capacity of 300 gpm at approximately 20 feet of head. The pumps are installed on an older t-rail system.

The power service to the station is 240-volt, single-phase. The control panel uses an inverter to allow a three-phase generator hook up for the portable generator quick connection. No mechanical interlock was noted between the main breaker and generator breaker. The station

does not have a SCADA system, but does have sufficient storage for current demands. The control panel appears to be missing seal-offs.

The station is not fenced and has no odor control. The wet well has cracking and root intrusion. Previous sealing patches inside the wet well appear to have experienced erosion, allowing for additional I/I into this wet well. The valve vault cover is nonexistent, and the surrounding soil erosion has filled the remaining cracked concrete walls, partially burying the isolation and check valves. The pipes appear to have been sealed to prevent the water from leaking from the discharge force main into the valve vault, but there are signs of damp soil in this area.

The lift station is difficult to access with a crane truck due to the low elevation and narrow 7-foot easement. The property to the north of the station, 48 Bunker Place, is currently for sale and could become a new location for the lift station with conversion of the current wet well to a master manhole. Additionally, the area just southwest of the existing lift station should be evaluated as a higher elevation option. The change in location would allow the wet well to be easily repaired, coated, and converted to a master manhole.

The following deficiencies were noted:

- Signs of corrosion and intrusion in the wet well.
- Missing seal-offs from the control panel conduit.
- Worn and partially buried valve vault.

Proposed 2019 improvements to the station include:

- Coat the wet well and seal and repair the contents of the valve vault.
- Install interconnect and seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
- Evaluate the two proposed adjacent lots for future lift station conversion.

5.2.4.14 Lift Station 828 – Sweetwater

The Sweetwater Lift Station (LS 828) is in the roundabout at the intersection of Sweetwater Drive and Wayne Road. It receives influent flows from residential low-pressure sewer systems and discharges to LS 816 through a 4-inch force main.

The lift station contains two 4.4-HP Davis EMU submersible pumps in a 6-foot-diameter wet well. Each pump has an estimated capacity of 363 gpm at approximately 13 feet of head. The pumps are installed on an older t-rail system.

The power service to the station is 230-volt, three-phase. The control panel has a generator hookup for the portable generator quick connection with mechanical interlock between the main breaker and generator breaker. The station does not have a SCADA system, but does have sufficient storage for current demands. The County has installed their standard aluminum control panel supports close to the electrical pole but has not shifted the control panel location yet.

Signs of hydrogen sulfide corrosion or wear exist on the influent manhole and in areas where the wet well coatings are separated or where pipes penetrate the walls. The station is not fenced and does not have odor control. The valve vault had standing water despite an open drain port and no recent rainfall.

Additionally, signs of corrosion were observed in the valve vault, likely due to hydrogen sulfide gas. The bypass pumping connection in the valve vault was directly tied into one of the discharge pipes instead of the combined discharge header. The valves also had significant rust and wear.

The following deficiencies were noted:

- Control panel still installed in old location.
- Wet well and valve vault corrosion.

Proposed 2019 improvements to the station include:

- Coat the wet well and seal and repair the contents of the valve vault.
- Evaluate fencing and odor control at this site
- Move the control panel and meter to the updated posts.

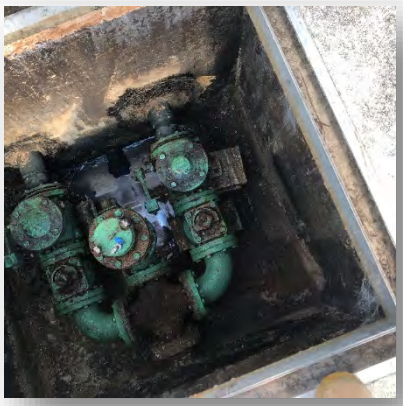
5.2.4.15 Lift Station 845 – David Lift Station

The David Lift Station (LS 845) is on David Boulevard just east of the roundabout connecting Ingraham Boulevard and David Boulevard. This lift station receives flow from residential low-pressure sewer systems, discharging to LS 841 and ultimately to the West Port WRF through a 4-inch force main. The lift station contains two 3-HP Flygt submersible pumps in an

8-foot wet well. Each pump has an estimated capacity of 266 gpm at approximately 16 feet of head. The station is not fenced and does not have odor control.

The power service to the station is 230-volt, three-phase electric. The control panel has a generator hookup for the portable generator quick connection. The station has an Omni-Beacon telemetry system.

The valve vault shows signs of rust and wear from hydrogen sulfide gas. Portions of the valve vault lid's interior were rusted through and flaking off. The wet well appeared to be in good condition with the coating showing minimal signs of wear.



The following deficiency was noted:

- Corrosion of discharge piping, valves, and fittings.

Proposed 2019 improvements to the station include:

- Replace or repair the valve vault and piping.

5.3 Operations

The operation of the wastewater collection system requires the ability to move all service-area-generated wastewater to its tributary treatment plant. The wastewater quantity is in constant flux, and it is CCU Operations' task to understand and manage the daily, monthly, and seasonal lows and peaks. The flat terrain of Charlotte County requires more than 300 pumping stations to transfer wastewater from the customer connections to the treatment plants.

CCU maintains a separate department for operating and maintaining the collection systems. Although many of the pumping stations (lift stations) are continuously monitored by radio telemetry units (RTUs), each station is visited a minimum of once a month per FDEP requirements. Most of the daily sewer department effort is involved with maintaining the pumping stations through daily or weekly physical inspections and a proactive maintenance program.

Unforeseen pump station failures require immediate attention. CCU maintains two 6,000-gallon tankers and three 4,000-gallon tankers and has contracts with local septage haulers to transport flows from the pump stations to the treatment plants. In addition, nearly all pump stations include on-site standby power or portable generator receptacles that can restore power within minutes of a noted power failure along with bypass pump connections in the event of a pump failure. CCU owns 10 trailer-mounted portable generators and six trailer-mounted portable pumps that can be dispatched in the event of a power or pump failure.

5.4 MAINTENANCE

Maintenance procedures for the wastewater collection system are similar to those followed for the water distribution systems.

5.4.1 SERVICE ORDERS

The process for generating and completing SOs in the Wastewater Collection workgroup is the same as described for the Water Distribution workgroup. As in Water Distribution, predictive and preventive SOs are generated internally and processed in a similar manner. A total of 8,410 corrective SOs were generated by customer calls. The designation of an SO as being related to wastewater or water, is determined by the dispatcher. LPS customers generated about 3,399 corrective SOs in FY 2018. Lift stations generated 1,842 SOs in the same timeframe, the majority of which were generated internally by CCU staff.

5.4.2 DATA MANAGEMENT

The EAMS, as described in the Water Distribution Section, is in full implementation. As its database continues to expand, it will also be shared even more than it is currently. For example, a manager will be able to query the system to determine if there are open work orders in a specific neighborhood, regardless of whether they are water or wastewater related, or if the Public Works Department is planning to pave a street before a planned open-cut repair of a wastewater collection line.

In the planning stages of a new collection system, CCU engages an engineering consultant to perform a feasibility study that includes an economic comparison of installing a conventional or modified gravity system, with its network of lift stations and force mains, versus an LPS and/or a vacuum system. The major components of the comparison are initial construction costs and future maintenance costs over the life of the system. Future costs are brought to present day costs, much like an annuity, and added to construction costs to determine total project cost.

The final selection of the new collection system is based on these life cycle costs and the specific needs of each area served. EAMS will allow this type of economic analysis to be performed with greater precision in future studies, because costs will be more accurately known.

5.4.3 PREVENTATIVE MAINTENANCE

The wet wells of all lift stations are inspected regularly. Problems are addressed as they are found. This effort extends beyond the thorough inspection of representative stations, as described in Section 5.2 of this report.

The average age of the CCU's gravity system is nearly 40 years. Older sewers were typically installed in swales, which made them more prone to I/I. Also, design and construction standards were not as stringent as the current practices. Pipe material and joints were constructed with material that deteriorates with time.

The older gravity sewer pipes are vitrified clay with frequent joints that are sources of infiltration. Vitrified clay pipe is resistant to corrosion but is more brittle than PVC and HDPE pipe. After many years of service, cracks develop, and pieces of the clay pipe protrude into the flow stream. Although CCU has relatively few plugged sewers, the broken clay pipe will cause blockage and must be repaired.

CCU Wastewater Collections staff performs in-place pipe repairs to fix most of the broken pipes in the system. Most of these repairs involve a cast-in-place lining, fold-and-form lining, or PVC lining. These repair methods restore the integrity of the sewer system without requiring excavation.

The gravity sewer system provides considerable storage time during power failures to allow CCU staff time to address the issue. If a power failure occurs in the LPS system, approximately 20 minutes of wastewater storage remains in the LPS system lift station wet wells. However, loss of power in the whole area results in no flow being pumped to the lift station.

CCU has 10 trailer-mounted portable generators and six trailer-mounted portable pumps that can be dispatched in the event of a power failure. CCU has over 8,500 LPS systems and has developed an emergency preparedness program for the systems in the service area. The program was originally implemented in the aftermath of Hurricane Charley.

CCU has three 4,000-gallon tank trucks, which are used in conjunction with an external vendor's tank trucks of similar capacity for emergency pumping at LPS tanks and lift stations. In addition, CCU currently has two tankers, each with a capacity of 6,000 gallons. These tankers serve a dual purpose. They are used to transport sludge from the wastewater treatment plants, but are also available to haul raw wastewater from lift station sites during emergencies.

Inspections of manholes and gravity system piping and maintenance of sanitary sewer in FY 2018 included 53 laterals repairs, smoke testing to locate rainfall inflow sources, internally televised 129,792 feet of gravity sewer, and repaired numerous manholes when defects were discovered.

5.5 Review of Previous Report Recommendations

Table 5-2 summarizes the recommendations and current status from the 2017 Annual Report for the wastewater collection system.

Table 5-2 Wastewater Collection System – FY 2017 Recommendations

Recommendation:	Continue the scheduled rehabilitation of sanitary lift stations that have deteriorated due to use and hydrogen sulfide presence, including having engineering consultants conduct evaluations and perform the designs.
Progress:	*Lift station rehabilitations are performed each year.*
Recommendation:	Continue to use the wastewater lift station and force main computer model to assess the need for upgrades to the system based on expected demand for services.
Progress:	*Ongoing.*
Recommendation:	Continue to search for sewer I/I sources using smoke testing or closed-circuit television (CCTV) inspections, and repair gravity sewers and manholes as required.
Progress:	*Work performed: 53 laterals were repaired, 129,792 feet of gravity sewer were televised, areas suspect of inflow sources were smoke tested, and numerous manholes were repaired.*
Recommendation:	Continue acquisition of stand-by generators and pumps to maintain service during power outages when budget allows to meet FDEP requirements.
Progress:	*No new generators were purchased in FY 2017. One new portable pump was purchased in 2017.*
Recommendation:	In addition to having lift station rehabilitations performed by engineering consultants, continue the in-house program of performing all engineering and construction necessary for the rehabilitation of at least one lift station annually.
Progress:	*No work performed by in-house staff in FY 2017.*
Recommendation:	Continue to repair and upgrade existing lift stations as required. Perform the maintenance activities at the specific lift stations that were reviewed in the preparation of the 2016 Annual Reports and previously not completed.
Progress:	*See comments for each lift station below.*
Recommendation:	Lift Station No. 2 – Dalton ▪ Remove the building and convert the station to submersible pumps with aboveground valves. (Scheduled for 2017 Capital Improvement.) However, visual inspection in preparation for FY 2017 Annual Report shows additional cracks in wall.
Progress:	*Not completed. Roof and concrete repaired in FY 2017.*
Recommendation:	Lift Station No. 7 – Pure Oil ▪ Replace with a standard submersible pump station (5 years).
Progress:	*Not Completed.*

Recommendation:	Lift Station No. 27 – McRissor ▪ Remove below-ground valve vault and replace with aboveground piping (3 years). ▪ Explore options for relocating this lift station to a more suitable site (5 years).
Progress:	*Not completed.*
Recommendation:	Lift Station No. 37 – Quesada ▪ Replace the metal entrance doors on the control building (1 year). ▪ Install a second wet well to allow maintenance of the existing wet well (5 years).
Progress:	*Not completed.*
Recommendation:	Lift Station No. 65 – South Port ▪ Fence around the station (1 year). ▪ Touch-up paint (when required). ▪ Repair flow meter, connect to telemetry (2 years).
Progress:	*Touch-up paint completed; fence and flow meter repairs not completed.*
Recommendation:	Lift Station No. 415 - Prada ▪ Sandblast and reline the wet well to prevent further deterioration (1 year).
Progress:	*The wet well is scheduled for an integrity test in 2017. Not completed.*
Recommendation:	Lift Station No. 301 – San Mateo ▪ Consider replacement of the station in another location due to lack of space and capability to fence the station at its current location (5 years). ▪ Add telemetry (2 years).
Progress:	*Not Completed.*
Recommendation:	Lift Station No. 309 – Bridgewater ▪ Add on-site generator and ATS (5 years).
Progress:	*Not completed.*
Recommendation:	Lift Station No. 312 – Annapolis ▪ Verify access easements and add a gravel access drive (1 year). ▪ Add a security fence to the site (2 years).
Progress:	*Handrail added for access safety, security fence is not completed.*
Recommendation:	Lift Station No. 815 – "Z" ▪ Replace station entirely (2 years).
Progress:	*Not completed.*
Recommendation:	Lift Station No. 852 – White Marsh Boundary No. 1 ▪ Verify access easements and add a gravel access drive (1 year). ▪ Add a security fence to the site (2 years).
Progress:	*Not completed.*

Recommendation:	Lift Station No. 864 – Coliseum ▪ Analyze VFD use to determine if long-term cost savings due to system deficiencies at the lift station and at the West Port WRF can be recovered (2 years).
Progress:	*Not completed.*
Recommendation:	Lift Station No. 884 – Oldsmar ▪ Replace ductile iron 90-degree fitting inside the wet well (5 years). *Completed.* ▪ Add VFD drives to reduce peaks at West Port WRF (5 years).
Progress:	*Fittings have been replaced; VFDs have not been installed.*

5.6 Summary and Recommendations

There were 36,649 wastewater customer accounts served by CCU at the end of FY 2018. Individual facilities connected to a wastewater collection system includes 310 maintained lift stations, 264.1 miles of force mains, 299.9 miles of LPS mains, 23.9 miles of vacuum sewer and 379.6 miles of gravity mains.

Wastewater from each customer is transported to one of four WRFs, depending on the location of the customer. The Wastewater Collection workgroup has a maintenance program that includes inspections for condition assessment by CCTV inspections and cleaning of collection lines to restore/maintain hydraulic capacity. A site review of random, representative facilities showed them to be maintained in working order.

Table 5-3 lists the recommended repairs for the stations viewed during the preparation of this report.

Table 5-3 Wastewater Collection System – FY 2018 Recommendations

Recommendations:	Lift Station No. 1 – Community Center ▪ Paint the aboveground discharge pump and piping. ▪ Repair/replace the patched wye connection. ▪ Repair cracks in the building. ▪ Seal pipe penetrations. ▪ Provide an odor-control system. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Replace the outdated control panel and bring the electrical up to current standards. ▪ Perform thorough rehabilitation of the lift station including repairing the building or replace the station with a modern submersible configuration and new equipment.

Recommendations:	Lift Station No. 7 – Pure Oil ▪ Repair the roof overhang. ▪ Replace the glass windowpanes. ▪ Paint the building. ▪ Install odor controls. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Perform thorough rehabilitation including the improvements listed above or replace the station with a modern submersible configuration with all new equipment. ▪ Evaluate to provide a dedicated access to the station.
Recommendations:	Lift Station No. 15 – Sistina ▪ Coat the wet well or repair some of the degraded concrete. ▪ Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code. ▪ Replace the valve vault and bring to current standards or evaluate converting the valves to aboveground. ▪ Evaluate the adjacent lot for future lift station conversion.
Recommendations:	Lift Station No. 28 – Peachlove ▪ Replace concrete control panel posts with County aluminum standard. ▪ Re-line the wet well or specifically address the exposed penetrations and seams. ▪ Replace the odor-control system base. ▪ Grout the valve vault at the appropriate slope. ▪ Evaluate and prepare for rearrangement of the site to accommodate east access.
Recommendations:	Lift Station No. 65 – South Port Master Lift Station ▪ Fence the entire site. ▪ Repair the flow meter. ▪ Evaluate generator control elevations to conform to code. ▪ Evaluate the use of a chopper pump or grinder station to reduce ragging. ▪ Bolt down the transformer.
Recommendations:	Lift Station No. 82 – Selkirk Maple Leaf Estates ▪ Coat the wet well or repair some of the degraded concrete. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
Recommendations:	Lift Station No. 123 – KHW Walmart ▪ Evaluate the lift station site to determine the source of the settling and either repair with flowable fill or relocate the station to an adjacent site. ▪ Install a 6-inch force main to connect to the manifold 8-inch force main at King's Highway.

Recommendations:	Lift Station No. 301 – San Marino ▪ Coat the wet well or repair some of the degraded concrete. ▪ Clear out the valve vault and perform required repair to maintain integrity. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
Recommendations:	Lift Station No. 303 – Constantine ▪ Coat the wet well or repair some of the degraded concrete. ▪ Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code. ▪ Evaluate the adjacent lot for future lift station conversion. ▪ Evaluate the installation of a secondary standby pump.
Recommendations:	Lift Station No. 309 – Bridgewater Master Lift Station ▪ Provide a stationary generator. ▪ Evaluate pump capacities for potential upsizing. ▪ Coat the wet well. ▪ Replace concrete control panel posts with County aluminum standard.
Recommendations:	Lift Station No. 323 – Aysen ▪ Coat the wet well and seal and repair the contents of the valve vault. ▪ Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code. ▪ Proceed with lift station conversion.
Recommendations:	Lift Station No. 415 – Prada ▪ Coat the wet well and seal and repair the contents of the valve vault. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate upgrading the electrical including replacing the aging control panel, updating the conduit location, and generally bringing the system up to current standards.
Recommendations:	Lift Station No. 442 – Doredo 2 ▪ Evaluate an adjacent lot for future lift station conversion. ▪ Evaluate the installation of a secondary standby pump.
Recommendations:	Lift Station No. 800 – Holiday Lakes ▪ Coat or repair the pipe penetrations within the wet well. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate the odor-control unit to prevent algae growth. ▪ Evaluate the possibility of an on-site generator in preparation for the projected future buildout.

Recommendations:	Lift Station No. 816 – Rotonda Boulevard West Master Lift Station ▪ Coat the wet well. ▪ Repair or rehabilitate the concrete top slab. ▪ Replace the valve vault and bring to current standards or evaluate converting the valves to aboveground. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate the adjacent lot for future lift station conversion.
Recommendations:	Lift Station No. 817 – Bunker Road ▪ Coat the wet well and seal and repair the contents of the valve vault. ▪ Install interconnect and seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate the adjacent lot for future lift station conversion.
Recommendations:	Lift Station No. 828 – Sweetwater ▪ Coat the wet well and seal and repair the contents of the valve vault. ▪ Evaluate fencing and odor control at this site ▪ Move the control panel and meter to the updated posts.
Recommendations:	Lift Station No. 845 – David ▪ Replace or repair the valve vault and piping.

6 WASTEWATER TREATMENT FACILITIES

CCU owns and operates four WRFs throughout Charlotte County and one leachate treatment facility (LTF) for the County landfill as shown in Figure 6-1. The East Port WRF serves Mid County, the West Port, and Rotonda WRFs serve the West County service area, and the Burnt Store WRF serves the South County service area. Each WRF is unique in its design and treatment approach, so each facility needs to be evaluated independently. Table 6-1 shows that the WRFs are designed and permitted to treat a specific volume of wastewater expressed on an AADF basis.

Figure 6-1 CCU Wastewater Treatment Facilities

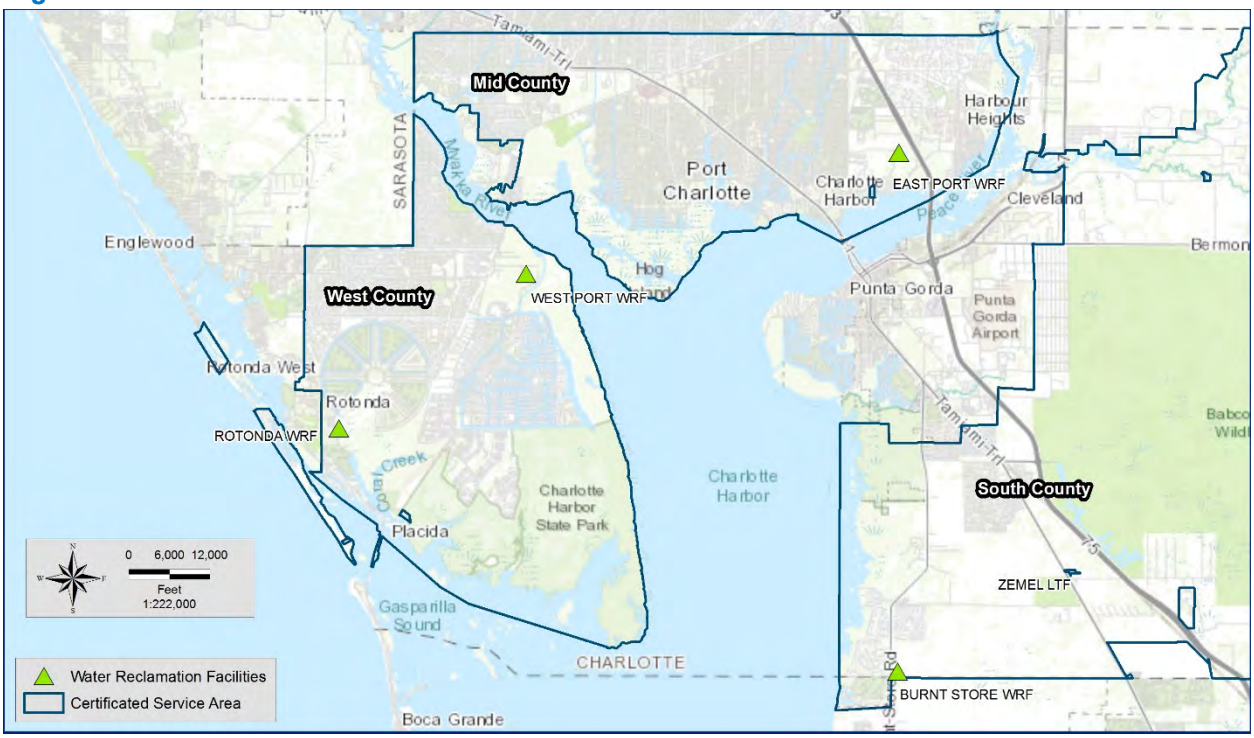


Table 6-1 CCU Water Reclamation Facilities and Design Capacities

Wastewater Treatment Facilities	P
East Port	
West Port	1
Rotonda	2
Burnt Store	0
Total	9

Note: *Design of upgrades will begin in FY 2019 and evaluate alternatives for an increase to 9.0 or 12.0 MGD Permitted Capacity.

6.1 State-Certified Laboratory

The East Port Laboratory (EPLAB) is located at the East Port WRF. EPLAB provides regulatory and operational support for CCU facilities including four WRFs, one WTP, one LTF, six deep injection wells, and a potable water distribution system monitoring.

EPLAB is a National Environmental Laboratory Accreditation Program (NELAP)-certified laboratory (Florida Department of Health [FDOH] ID E54436, which was renewed November 2018) and a member of The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI). The laboratory accreditations include performing analyses for potable water microbiology, non-potable water general, and non-potable water microbiology, which include the three new analysis certifications obtained in January 2017 for Total Coliforms and *Escherichia coli (E. coli)* Coliforms by standard Method 9223B for drinking water, Fecal Coliform using Colilert-18 for wastewater, and *Enterococci Enterolert* for non-potable water.

The current Quality Control Manual (QCM) went into effect on September 1, 2018, and was reviewed during the October 2018 audit. The Quality Assurance Plan and SOPs are references for laboratory technicians and management. The SOPs are maintained and revised annually to coincide with new TNI standards in accordance with FDOH's Environmental Laboratory Program.

As required by current regulations, the laboratory operation is assessed every 2 years. The most recent assessment was performed by a private company under contract with FDOH in October 2018, and the next assessment is due in October 2020.

6.1.1 Site Visit

Jones Edmunds staff visited the EPLAB on February 12, 2019, and met the Laboratory Manager, Sandra Lavoie, to discuss changes in FY 2018 operations.

6.1.2 Accreditation Requirements

EPLAB operates under the standards set by TNI, Chapter 64E-1, FAC, and FDOH. New TNI standards became available in July 2016; however, Chapter 64E-1, FAC, still references the 2003 NELAC standard. Due to this, laboratory staff followed NELAC 2003 standards during 2018 but requested implementing TNI 2016 standards as part of the October 2018 audit. According to the State Legislature, every laboratory in Florida must follow the most current TNI-approved standards.

EPLAB staff are engaged in making quality decisions regarding laboratory results and are required to participate in regular training programs. Only laboratory personnel who are certified to perform specific analyses can perform those tests. All personnel concerned with

environmental testing within the laboratory must familiarize themselves with the quality documentation described in the Quality Assurance Plan.

6.1.3 Laboratory Operations

The EPLAB work space consists of five main rooms:

1. Sample receiving and storage.
2. Un-refrigerated chemicals and equipment storage.
3. Administrative work stations for laboratory technicians.
4. Main laboratory benches.
5. Drinking water laboratory.

The EPLAB processed more than 36,581 test results in 2018 including on-site analysis and additional off-site testing. All results receive a quality control review before being released. This large volume of work was tracked and processed by a full complement of five laboratory employees for all of FY 2018.

The laboratory uses the Laboratory Information Management System (LIMS) for data management. LIMS software prepares the paper documentation forms and sample identification numbers to record and track results. The key to using the system is the ability to assign bar codes to each sample. Samples can be tracked through the storage, analysis, and reporting phases, reducing the possibility of error. The Laboratory Manager is able to produce daily status reports of all current laboratory work through LIMS. The tracking system also monitors quality control results and chemical use to manage supplies ordering.

The old paper tracking system that was developed by the Laboratory Manager continues as a duplicate to LIMS. The paper record method is still better suited for some data analysis management than the electronic tracking. The LIMS electronic bench sheets and data are saved in the "Cloud." The laboratory staff is pleased with the LIMS, which has reduced paper work significantly and greatly reduced the chances for scribing errors.

Quality control procedures have been continued, and chain-of-custody documentation is strictly adhered to. The QCM was revised in August 2018 with an effective date of September 1, 2018. The comprehensive manual contains 28 sections, including organization, document control, purchasing services and supplies, client service, control of records, data integrity, environmental conditions, calibration, sample handling, quality assurance, and reporting methods. TNI standards are referenced for each section of the QCM, which allows for quick reference between this local document and the TNI standards.

Proficiency tests are required every 6 months to maintain EPLAB's certifications. Results from the test samples are sent to FDOH for regulation compliance and compared to results from other laboratories nationwide. Ms. Lavoie takes pride in all her staff passing the required proficiency tests within two standard deviations of the national average of all laboratories using the County's testing vendor.

Laboratory equipment is tested for accuracy in accordance with the QCM. Samples are arranged efficiently for analysis by batches to reduce the numbers of blanks, calibration standards, and quality control samples needed per analysis. During FY 2018, the laboratory obtained the certificate for the analysis of chloride.

Staff continues to demonstrate their diligence in ensuring all laboratory data entries, chain-of-custody forms, bench sheets, etc., are correctly transferred to the final laboratory analysis report, which is used for reporting to regulatory agencies.

Quality control is a high priority at EPLAB. Electronic entry of data at the laboratory station or output of an automatic analyzer directly to report forms has eliminated one source of potential errors. Quality Assurance by a responsible person-in-charge is required to check data entries. Organization of data in an electronic form allows direct input into FDEP forms, which will eliminate another source of data entry error. Currently, FDEP water quality forms are not compatible with LIMS. The FDEP forms are expected to be updated soon.

6.1.4 Record Keeping

Records are kept in a neat and organized manner and are easily accessible.

Paper and electronic records are well maintained to meet regulatory requirements. Sampling schedules for each facility are clearly posted for staff to review, and all upcoming special sampling events (e.g., Annual Effluent Analysis, Cryptosporidium, and Giardia) are clearly posted with their due dates.

EPLAB sends some samples to other laboratories that are certified to perform tests that EPLAB is not certified to perform. Results are received and sent to the WTP and WRF Chief Operators for use in compliance reporting.

6.1.5 Certification Compliance Schedule

- The biannual FDOH review was conducted in October 2018.
- Proficiency tests occur every 6 months.

6.1.6 Review of Previous Report Recommendations

Table 6-2 CCU EPLAB 2017 Recommendations and Status

Recommendation:	Seek certification for analysis methods using the new Gallery instrument that was delivered in November 2016.
Progress:	*Certification for three new analyses were incorporated into the QCM: (1) Total coliform and E. coli by Colilert-18, (2) wastewater fecal coliform by Colilert-18, and (3) Enterococci by Enterolert.*
Recommendation:	Continue to expand the use of the LIMS within its capabilities, including the use of bar codes to track samples from collection to results posting.
Progress:	*Ongoing.*
Recommendation:	Educate sampling personnel of the need for accuracy in use of collection bottles, sample storage, and delivery to the laboratory.
Progress:	*Ongoing.*
Recommendation:	Hire an Analytical/Quality Assurance Specialist or Quality Assurance Officer to help the EPLAB remain in compliance.
Progress:	*Overall staffing needs are being reviewed through the budget process.*
Recommendation:	Recommend seeking certification for potable water Total Dissolved Solids (TDS), Sulfate, and Chloride.
Progress:	*Received certification in Chloride.*

6.1.7 Recommendations

Table 6-3 CCU EPLAB 2018 Recommendations

Recommendation:	Continue implementation of the LIMS system.
Recommendation:	Continue working with sampling personnel on sampling protocol to improve the accuracy.
Recommendation:	Evaluate staffing requirements and ability to provide additional sampling support to Operations staff.
Recommendation:	Recommend seeking certification for potable water Total Dissolved Solids (TDS) and Sulfate.

6.2 Wastewater Pretreatment Compliance

CCU's Pretreatment section is responsible for the following:

- Transported Waste Receiving Program.
- Restaurant Grease Interceptor Inspection Program.
- Investigation of unauthorized discharges to the wastewater system.

6.2.1 Transported Waste Receiving Program

CCU is proud of the Waste Receiving Program, which provides an environmentally safe disposal option for septic waste, reducing land application and environmental impacts. Located at the East Port WRF, the septage receiving station combines the hauled waste with plant influent to achieve RCW quality effluent and beneficial reuse of biosolids.

In FY 2018, the septage receiving hours of operation were changed to 7:00 AM to 4:30 PM, Monday through Friday, which allows CCU staff to monitor operations. This approach prolongs the life of the equipment by ensuring compliance with disposal requirements and eliminating mixed loads that damage equipment. In FY 2018, the program accepted 8,501,747 gallons from 44 permitted haulers.

6.2.2 Restaurant Grease Interceptor Inspection Program

This program helps prevent sanitary sewer overflows in the CCU sanitary sewer collection system by removing FOG at the source. Program staff perform spot inspections and monitor grease interceptors at more than 240 restaurants and other food preparation facilities County wide to ensure compliance with the required pump-out schedule (e.g., 30, 60, 90 days) and other required maintenance. The focus has been on older buildings and facilities that might have inadequate grease interceptors. Plans for new restaurants and other food preparation facilities are reviewed by CCU's Engineering Services Division for adherence to County specifications. This coordination with the Building Department has made the program more efficient. In FY 2018, 1,390 inspections were conducted and 3 Notices of Violation were issued for non-compliance.

Through a partnership with Liquid Environmental Solutions (LES), the FOG is transformed into bio-diesel and other beneficial byproducts. LES receives restaurant grease directly from haulers and partially processes it for recycle use at a facility on the East Port WRF site. FOG is not treated through the East Port WRF process.

6.2.3 Investigation of Unauthorized Discharges

Investigation and prevention of unauthorized discharges are important for protecting the treatment capabilities of WRFs and the environment. These unauthorized discharges are pollutants that enter the municipal waste stream and have an adverse effect on the treatment process. Fortunately, no significant or categorical users are in the CCU collection system, eliminating the need for a full Industrial Pretreatment Program. When plant operations staff report issues pertaining to the treatment process at any WRF, pretreatment staff begin investigating by sampling upstream lift stations and manholes, reviewing activities from local connections, and working closely with lift station crews and plant personnel. The goal is to determine the source of the illegal discharge, take steps to eliminate the problem up to and including fines, and return the plant to normal operations.

6.3 Wastewater Biosolids Transport, Processing and Disposal

Partially digested biosolids from CCU's four WRFs are processed at the East Port WRF biosolids management and processing facility.

CCU owns two 6,000-gallon tankers for biosolids transportation from the West Port, Rotonda, and Burnt Store WRFs. The biosolids are discharged into a 2.05-MG aerated tank for partial stabilization and decant thickening before dewatering. Biosolids dewatering is accomplished by two 2-meter-wide belt filter presses (BFPs) near the holding tank. The biosolids are dewatered to approximately 17-percent Total Solids and hauled to the compost facility at the Charlotte County Zemel Road Landfill. The dewatered biosolids are mixed with chipped yard waste and composted to Class A for further use as an organic amendment for sandy soil enhancement and material for landfill final cover.

6.4 East Port WRF

The East Port WRF is at 3100 Loveland Boulevard, Port Charlotte, and was acquired as part of the 1991 General Development Utilities purchase. The WRF began its current operations in 1996 and has a current permitted operating capacity of 6.0 MGD AADF. East Port WRF uses an activated sludge process to treat domestic wastewater collected from the Mid County service area. Emergency power is provided by a diesel emergency generator in an on-site building with an automatic transfer switch to maintain operation of critical facilities.

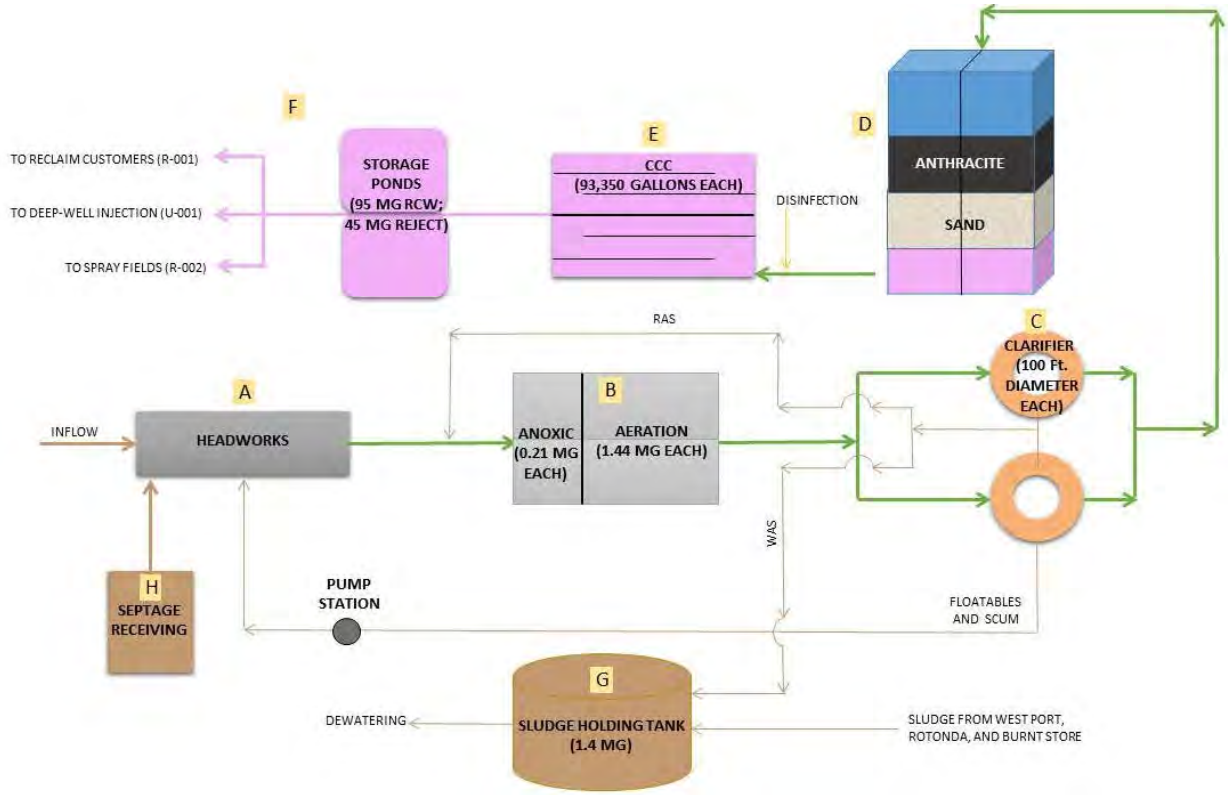
This location also houses the NELAP-certified EPLAB. The WRF site includes 51 acres of conservation easement, with the remaining area consisting primarily of woodlands. The site is home to more than 20 varieties of birds, including great egrets, osprey, and Carolina wrens. Many other wildlife species including gopher tortoises, scrub jays, bobcats, armadillos, cottontails, and alligators make the East Port WRF their home.

The East Port WRF is permitted to distribute reclaimed-quality water to unrestricted-public-access reuse sites, inject into a deep well injection system, and apply to a slow-rate restricted-access land application system. The WRF is classified as a Type I, Category II, Class A domestic wastewater treatment facility under FAC 62-699 and is required to meet Class III Reliability standards in accordance with FAC 62-600 and FAC 62-610. The restricted irrigation system consists of 315 acres on site using slow-rate irrigation (R-002 Spray Fields). About 45 acres of the spray field were abandoned in 2018 for use by the Charlotte County Sheriff Department. Figure 6-2 shows the East Port WRF process flow diagram. The key components of the East Port process are described below:

A) Headworks: Raw wastewater enters the WRF headworks structure where screening and grit removal take place. After screening, wastewater flows into one of the two vortex-type grit-removal units for grit separation. Compacted screening and separated grit are dewatered and discharged to dumpsters for disposal. Internal plant flows from the on-site pump station are introduced, including biosolids dewatering system filtrate, tank and unit processes drain flows, and supernatant from the aerobic digesters.

B) Biological Treatment Using Modified Ludzack-Ettinger (MLE) Process: Wastewater from the headworks splits between two treatment trains. Each train includes an anoxic basin and oxidation ditch (aeration basin) for organics and nutrient removal. Mixers keep solids suspended and homogenous in the anoxic zones. Mechanical surface agitators keep the oxidation ditches aerated. Internal recycle (IR) pumps send flow from the oxidation ditch (aeration basin) to the anoxic basins for nitrogen removal.

Figure 6-2 East Port WRF Process Flow Diagram



C) Secondary Treatment: Flow from the biological treatment process splits between two clarifiers. These provide a passive environment for solids separation. The clarifiers are skimmed to remove floatables and scum before the clarifier effluent flows over a circumferential weir. Sludge pumps send settled solids from the secondary clarifiers to two locations: to the front of the anoxic basins as return-activated sludge (RAS) to replenish the microbial community and to the digesters as waste-activated sludge (WAS).

D) Tertiary Treatment – Filtration: Clarified water splits between two multi-media traveling bridge filters, containing sand and anthracite, to remove remaining suspended solids. A metal canopy over the filters with an ultraviolet (UV) shade cloth inhibits algae growth and provides protection from sun exposure.

E) Tertiary Treatment – Disinfection: Filtered water splits between two chlorine contact chambers (CCCs) where liquid sodium hypochlorite is dosed for disinfection. CCC No. 1 is designated for RCW production that meets high-level disinfection requirements. CCC No. 2 is designated for disposal to restricted-access sites (e.g., Class I deep injection wells or spray fields) using unfiltered effluent from the secondary clarifiers that meet basic-level disinfection requirements. A UV-inhibiting net over the chamber reduces algae growth. Sodium hypochlorite is stored in two storage tanks with a total capacity of 6,000 gallons. A 5,000-gallon storage tank was installed in 2013, and a 1,000-gallon tank was installed in 2014. A liquid reagent analyzer is used to adjust chlorine feed rates, and a non-reagent analyzer is used for chlorine residual compliance measurement.

F) Effluent RCW Storage and Disposal Facilities: Reclaimed-quality water is pumped directly to distribution to the reclaimed system. Water not meeting RCW standards flows to a separate reject pond. From there, reject water can be sent to the slow-rate restricted-access RCW spray fields or the two Class I injection wells (IW-1 and IW-2) with permitted capacities of 1,420 gpm (2.045 MGD) and 5,250 gpm (7.560 MGD), respectively.

G) Aerobic Digestion: WAS is pumped from the clarifiers to the aerobic digester where blowers provide aeration to aerobically digest the sludge before dewatering using two BFPs. The sludge transfer pumps that discharge to the dewatering units are operated by controls at the BFPs. Dewatered sludge is hauled to the Charlotte County Class I landfill for disposal. The East Port WRF digester is permitted to accept waste sludge from the West Port, Rotonda, and Burnt Store WRFs.

H) Septage Receiving Stations: The WRF has two stations – one for conventional septage and one for FOG from private septage tank haulers. The receiving station materials are screened and directly pumped to the WRF headworks. The station containing FOG is screened, collected, and stored in two holding tanks and converted to biodiesel. Decant from these tanks is pumped to the headworks for treatment, and the remainder is treated by a rotating drum. The non-biodegradable waste is stored in a roll-off container and transported to the landfill for disposal.

6.4.1 Regulatory Considerations

The East Port WRF operations are regulated by FDEP under the provisions of Chapter 403, Florida Statutes, and the applicable FAC rules. The following permit governs plant operations:

- Plant Operating Permit (FL0040291) Expiration Date: September 6, 2022; includes a planned expansion from 6.0 MGD to 9.0 MGD.
- IW-1 Permit (44274-253-UO) Expiration Date: October 17, 2021:
  - The mechanical integrity test (MIT) was performed on IW-1 in October 2014. The next MIT will be due by October 2019.
- IW-2 Permit (330486-002-UO/1M) Expiration Date: April 12, 2020:
  - The MIT was performed on IW-2 in August 2015. The next MIT will be due by August 2020.

The expansion work included in the 2017 Plant Operating Permit renewal was divided into stages to address the needed improvements while allowing the schedule of the expansion to be determined by CCU based on projected service area growth:

- Stage 1 and 2 Improvements were completed in FY 2015 and addressed the headworks, biological treatment processes, tertiary treatment, sludge handling, and electrical systems.
- Stage 5 improvements were prioritized ahead of Stages 3 and 4 to enhance RCW storage and transmission capacity. Stage 5 design was completed in FY 2016, the work was bid in spring 2017, and construction completion is scheduled for the summer of 2019.

- Stage 3 and 4 improvements were designed in 2014, including bid-ready specifications and drawings, and are scheduled for construction sometime between 2020 and 2024 depending on population growth. CCU has recently issued a request for proposals to evaluate the feasibility of sequentially upgrading the WRF from 6.0 MGD to 9.0 MGD and then to 12.0 MGD versus upgrading the WRF from 6.0 MGD to 12.0 MGD in one phase. Improvements include a new oxidation ditch flow splitter box; additional biological treatment train(s), secondary clarifier(s) with associated RAS and WAS pumps, effluent filters and CCCs, chemical dosing facilities, and biosolids storage; and possible improvements to convert the old aerated sludge-holding basins into a flow equalization (EQ) tank.

6.4.2 Wastewater Flows and Loads

The East Port WRF permitted capacity is 6.0 MGD AADF. In FY 2018, the AADF was 4.687 MGD, and the East Port WRF is operating at 78 percent of the plant permit capacity. The maximum monthly average flow of 5.365 MGD occurred in May 2018. The highest 3-month average daily flow (TMADF) of 6.051 MGD occurred in October 2018, which is 101 percent of the plant permitted capacity, demonstrating the influence of wet weather and infiltration and inflow on flows to the facility. The plant permit capacity is based on AADF, so the facility remains in compliance with the plant permitted capacity of 6.0 MGD. Although the plant is currently operating at 78-percent rated capacity of 6.0 MGD AADF, the ongoing efforts and completed plant improvement design described above are prepared to increase the design capacity of the East Port WRF to 9.0 MGD, and an option to increase capacity to 12.0 MGD will be evaluated. Table 6-4 summarizes influent flows as reported on the discharge monitoring reports (DMRs).

Table 6-4 East Port WRF Influent Flows FY 2018

Month	Monthly Avg. (MGD)	AADF (MGD)[1]	TMADF (MGD)	Monthly Max (MGD)	Monthly Min (MGD)	TMADF Percent Capacity (%)[1]
Oct-17	4.793	4.568	6.051	6.448	4.211	101
Nov-17	4.252	4.590	5.525	4.536	4.103	92
Dec-17	4.134	4.616	4.393	4.262	3.932	73
Jan-18	4.305	4.639	4.227	5.165	4.121	70
Feb-18	4.604	4.683	4.345	5.145	4.380	72
Mar-18	4.350	4.706	4.420	4.450	4.190	78
Apr-18	3.927	4.720	4.294	7.228	3.673	72
May-18	5.365	4.877	4.547	9.514	3.531	76
Jun-18	4.817	4.863	4.703	6.571	3.974	78
Jul-18	5.218	4.927	5.133	6.083	4.638	86
Aug-18	5.234	4.877	5.090	7.222	4.569	85
Sep-18	5.244	4.687	5.232	6.381	4.500	87

[1] Permitted plant capacity of 6.0 MGD.

For FY 2018, the average annual influent load for 5-day Carbonaceous Biochemical Oxygen Demand (CBOD5) was 126 mg/L and for Total Suspended Solids (TSS) was 175 mg/L. The

maximum monthly average for CBOD5 was 160 mg/L in January 2018 and for TSS was 301 mg/L in January 2018 as well, which correspond with seasonal residents and the dry season. Table 6-5 summarizes the wastewater characteristics of the East Port WRF influent as summarized in the DMRs.

Table 6-5 East Port WRF Influent Water Quality FY 2018

Month	CBOD5		TSS	
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)
Oct-17	85	151	128	124
Nov-17	117	148	163	218
Dec-17	145	145	197	192
Jan-18	160	141	301	205
Feb-18	148	137	188	202
Mar-18	155	132	253	200
Apr-18	155	128	198	183
May-18	126	124	187	187
Jun-18	122	125	152	187
Jul-18	103	122	143	176
Aug-18	99	123	144	184
Sep-18	95	126	135	175

6.4.3 Treatment Objectives and Effluent Quality

The East Port WRF is permitted to treat wastewater to two effluent standards: one for disposal to the deep injection well and the on-site sprayfields (CBOD5 = 20 mg/L, TSS = 20 mg/L), requiring basic disinfection; and the other for unrestricted public-access reuse levels (CBOD5 = 20 mg/L, TSS = 5 mg/L), requiring high-level disinfection.

Table 6-6 and Table 6-7 summarize the effluent water quality, as measured at the discharge of the two CCCs for EP 31 (no filtration) and EP 32 (filtration). For both locations, the chlorine residual levels must be achieved at the discharge of the CCC. A review of the FY 2018 data shows that the East Port WRF effluent quality was well within the permit limits for both standards.

Table 6-6 East Port Effluent Water Quality FY 2018 (EP 31 Sample Location)

Month	CBOD		TSS		Fecal
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Monthly Avg. (no./100 mL)
Oct-17	No Flow	3.1	No Flow	8.8	No Flow
Nov-17	No Flow	2.7	No Flow	7.7	No Flow
Dec-17	No Flow	2.7	No Flow	7.7	No Flow
Jan-18	No Flow	2.7	No Flow	7.7	No Flow
Feb-18	No Flow	2.7	No Flow	7.7	No Flow
Mar-18	No Flow	2.7	No Flow	7.7	No Flow
Apr-18	No Flow	2.7	No Flow	7.7	No Flow
May-18	6.3	3.6	1.17	6.1	<1
Jun-18	No Flow	3.6	No Flow	6.1	No Flow
Jul-18	No Flow	3.6	No Flow	6.1	No Flow
Aug-18	No Flow	4.1	No Flow	7.1	No Flow
Sep-18	No Flow	4.2	No Flow	3.4	No Flow

Note: no./100 mL = number per 100 milliliters.

Table 6-7 East Port WRF Effluent Water Quality FY 2018 (EP 32 Sample Location)

Month	CBOD			TSS			Fecal
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	Monthly Avg. (No./100
Oct-17	2.0	2.0	97.6	0.23	0.48	99.6	<1
Nov-17	2.0	2.0	98.3	0.18	0.45	99.9	1
Dec-17	2.0	2.0	98.6	0.25	0.41	99.8	1
Jan-18	2.1	2.0	98.7	0.45	0.40	99.9	1
Feb-18	2.1	2.0	98.6	0.41	0.39	99.8	1
Mar-18	2.1	2.0	98.6	0.64	0.38	99.7	1
Apr-18	2.2	2.0	98.6	0.33	0.38	99.8	1
May-18	4.7	2.3	96.3	0.67	0.40	99.6	1
Jun-18	3.8	2.4	96.9	0.57	0.41	99.6	1
Jul-18	2.7	2.5	97.4	0.24	0.39	99.8	1
Aug-18	6.0	2.8	93.4	0.48	0.40	99.7	1
Sep-18	5.1	2.7	94.6	0.48	0.40	99.6	1

Note: mL = milliliters.

6.4.4 Treatment Components and Condition Assessments

Jones Edmunds completed an on-site review of the plant on February 08, 2019. Jones Edmunds personnel met with Henri Lafenetre, Lead Plant Operator, to review plant conditions, operations, and records. Access to the facility is through a secure gate in a fence that surrounds the wastewater plant and on-site irrigation and deep injection well areas. In general, the plant site and irrigation fields are well maintained. Mowing of spray fields and brush clearing is nearly continual.

The operations building includes the office of the Treatment Facilities Division Manager, the EPLAB, Backflow and Reclaimed Water Coordinator, conference room, administrative space, operations room, break room, and offices for Operations staff and other related staff.

General observations noted during the site visit include:

- All valves appear to be regularly exercised.
- Process piping is painted and clearly marked.
- All compliance meters are being calibrated every 6 months, and calibration tags are up to date.

Required documents maintained on site include:

- Operating permits for the treatment facility and deep injection wells.
- Operator's licenses.
- Facility logbook.
- Facility Standard and Emergency Operating Plans.
- DMRs.
- Effluent Analysis Reports.
- Annual Reuse Report.
- Pathogen Monitoring Report (Giardia and Cryptosporidium).
- Reports required to complete the last permit application (in process).
- Certification of the EPLAB.
- Sampling plan.
- Groundwater monitoring plan (contained in permit).
- Laboratory results.
- Flow meter calibrations.
- Chlorine and pH meter calibrations (one/day).
- Chain-of-custody forms for samples that are sent to laboratories.
- Monthly residual and marketing report (reported in dry tons/month).
- Facility Operations and Maintenance Manuals.
- Maintenance records (EAMS electronic data system).
- Reuse Operating Protocol.
- Facility Record Drawings.
- Daily temperature logs.
- Spill protocol and record of spills.

The Cross-Connection and Backflow Prevention Manuals are kept at the Reclaimed Water Coordinator's office at the East Port WRF.

6.4.4.1 Headworks

The overall condition of the headworks is good.

The upper concrete deck of the headworks was painted due to years of hydrogen sulfide exposure. A thorough cleaning and epoxy coating of the deck was completed in FY 2016 and appears to be providing adequate coverage of the area. In FY 2017, Screen No. 1 was repaired, and grit pumps were rebuilt.

The old grease dewatering building is now used for bulk storage. The screening and grit bagging system that was attached to the chutes that discharge into the dumpsters has significantly reduced the water on the floor, flies, and odors that usually accompany headworks' dumpster areas. The floor is clean and dry.

The two septage receiving stations require constant maintenance due to the high number of septage haulers that use the facilities and the nature of the waste. The septage receiving units are aging and need to be included in future capital replacement plans. Replacement of moving parts on Septage Receiving Unit No. 1 was completed in FY 2016.

The septage receiving units and the adjacent driveway area collect grit and spillage of septic waste. A hose is used by the haulers to clean the area. The wash water is collected in the plant sewer system and pumped to the headworks for treatment. A steam cleaner is used by CCU WRF staff for cleaning this area periodically.

6.4.4.2 Flow Equalization

The East Port WRF does not have flow EQ storage for peak hour influent flows and loads, but this should be evaluated and/or included in the future plant expansion.

6.4.4.3 Biological Treatment Train – MLE Process

The overall condition of the MLE process is good following Stage 1 and 2 Improvements in 2015 and 2016, respectively. The concrete is in good shape for its age and showing very little cracking or

spalling. The anoxic zones are thoroughly mixed by four submerged mixers. A baffle wall was installed in both anoxic tanks to minimize short-circuiting and improve performance.

Four VFD-controlled surface aerators are in operation in the oxidation ditches. The aerator speed is adjusted based on the dissolved oxygen (DO) probe located at the end of the ditches. The aerators are well maintained. The DO control system helps the WRF lower its power consumption and improve the denitrification process by minimizing DO carry-over to the anoxic zone. Six VFD-controlled internal recycle pumps were replaced in the Stage 1 and 2 Improvements. These pumps are controlled by the SCADA based on operators' settings. The internal recycle pumps are well maintained and in good working order.

The five RAS pumps are VFD-controlled. The two WAS pumps are controlled by operators' settings in the SCADA system. Both pumping systems are well maintained and in good working order.

6.4.4.4 Clarifiers

The two clarifiers were rehabilitated as part of the Stage 1 and 2 upgrades in 2016, which included replacement of the clarifier scraper mechanisms. The overall condition of the sedimentation process is well maintained and clean, and the clarifiers are producing a high-quality effluent.

A "weir washer" system was installed on Clarifier No. 1 and Clarifier No. 2 in 2017 and 2018, respectively. The weir washers eliminate the need to have O&M staff enter the clarifier effluent launders to remove algae, eliminating associated safety concerns. The weir washers do an excellent job keeping the clarifier effluent weirs and troughs clean. An excellent-quality effluent is being produced by both clarifiers.

6.4.4.5 Filtration

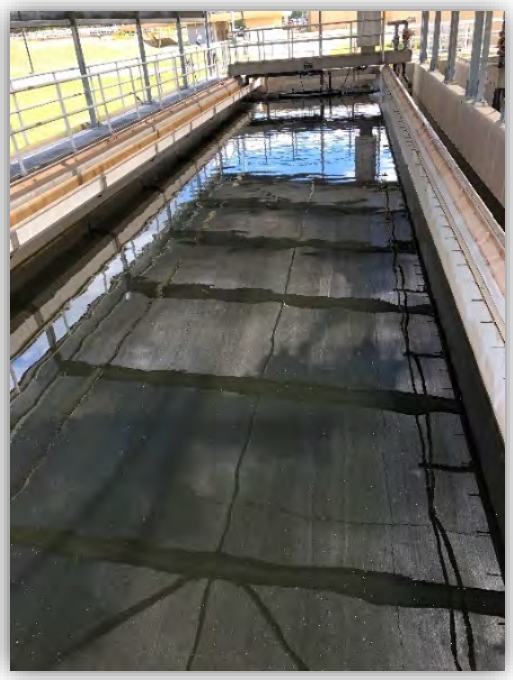
The overall condition of the effluent filtration system is excellent and well maintained. Filters were rehabilitated as part of the Stage 1 and 2 Improvements.

The two-traveling bridge sand/anthracite filters were both in operation at the time of the site visit. Turbidity results indicate that the filters are producing an excellent effluent for unrestricted public-access reuse water.

A galvanized metal frame was installed over the filters in the Stage 1 and 2 Improvements to support a fabric roof constructed of UV shade cloth. The cloth roof reduces algae growth and lowers the temperatures within the travelling bridge filters to produce a higher quality effluent and reduce the amount of chlorine cleaning needed to remove algae from the filters.

6.4.4.6 Disinfection

The CCCs are in good condition, well maintained, and operated to produce reclaimed water for unrestricted public-access reuse. A UV shade cloth was recently installed over the CCCs to reduce the loss of chlorine residual in the tanks. The previous UV shade cloth was removed by strong winds during Hurricane Irma in September 2017. Liquid sodium hypochlorite (12.5 percent) is used for disinfection to maintain a residual of ≥1.0 mg/L to meet unrestricted public-access reuse standards. In 2018, the old liquid reagent chlorine residual analyzer was replaced with a non-reagent analyzer to control chlorine feed rates. Another non-reagent analyzer is used for chlorine residual compliance measurement. The new skid-mounted chlorine feed system is encased in a clear plastic enclosure to control the spray of liquid chlorine for safety purposes. The two sodium hypochlorite storage tanks are well kept and meet regulatory requirements. The overall chemical feed systems and instrumentation are well operated and maintained to meet regulatory permit requirements.



6.4.4.7 Biosolids Handling Facilities

The overall condition of the biosolids storage/ digestion tanks, associated aeration and decant equipment, piping, truck off-loading facilities, decant supernatant pumping, and BFP feed pumps at the new biosolids handling and storage tanks constructed under the Stage 1 and 2 Improvements is excellent. The facilities are well maintained and operated and receive waste biosolids from East Port and the three other CCU WRFs. CCU has two tankers used for hauling liquid sludge from the other WRFs and off-loading into the aerobic sludge holding tanks before dewatering.

Improvements to the feed piping to the two 2-meter BFPs were done under the Stage 1 and 2 Improvements. The BFPs run 5 days per week 8 hours per day to dewater the CCU's biosolids. Dewatered biosolids are hauled to the County's Zemel Road Landfill Compost Facility for composting.

6.4.4.8 Reject Storage and Alternate Disposal

Excess RCW or effluent not meeting RCW standards (reject water) is disposed of through two deep injection wells and a restricted-access, on-site slow-rate irrigation system (on-site spray field). The 45-MG effluent storage pond is used to store effluent before injection well and/or spray field disposal. The 45-MG pond liner is in good condition.

Effluent transfer pumps are well maintained but are showing signs that they need to be repainted. The irrigation pump station is on the east bank of the 45-MG pond and pumps water from the pond to the deep injection wells or the spray field.

Both deep injection wells are well maintained and in good working order. All valves are exercised regularly. All associated meters are calibrated semi-annually and are up to date.

6.4.4.9 RCW Storage and Distribution

The East Port WRF is part of a Master Reuse System Permit that includes Rotonda and West Port WRFs. Chapter 7 discusses the overall RCW system in detail.

The RCW high-service pump (HSP) station has three VFD-controlled 100-HP vertical turbine pumps that pump RCW from a wet well adjacent to CCC No.1 into the RCW distribution system. The RCW service pumps at the end of the CCC clearwell are well maintained and operated. The speed of the RCW HSPs is controlled by system pressure (RCW demand) and high and low wet well levels. The pressure set point at the pumps is 70 psi, which helps maintain a distribution system pressure of at least 60 psi. The VFD controls allow the pumps to operate at high speeds to meet distribution system demand and at low speeds to provide non-potable water on site for operational and maintenance purposes. The total RCW flows to the distribution system can vary from 400 to 700 gpm. Each HSP is equipped with 120-micron filters for polishing RCW before entering the distribution system. These filters help prevent larger particles that may clog sprinkler systems from entering the distribution system from the RCW storage pond.

The 95-MG pond was recently drained and cleaned and the pond liner repaired and modified by CCU staff in FY 2016/2017 for conversion to a 95-MG on-site RCW storage pond as part of the Stage 5 RCW Improvements. The Stage 5 RCW Improvements include a new automatically cleaned intake screen in the 95-MGD storage pond that provides the intake of RCW from the

pond to the new 9.0-MGD HSP station. The work is currently under construction and scheduled for completion in mid-2019.

6.4.4.10 Wet Weather Storage

The East Port WRF 95-MG and 45-MG storage ponds have a combined capacity of 140 MG to provide effluent storage before use or disposal. Sections 6.4.4.8 and 6.4.4.9 provide details on the ponds.

6.4.4.11 Electrical Components and Circuitry

The East Port WRF contains one 1,250-kW generator serving the primary WRF as standby power. One 1,500-kW generator, which was installed as part of the Stage 5 Reclaimed Water Improvements. One standby generator serving the administration building was relocated from another facility in used condition. The facility has five primary electrical switchgear locations – the administration building, the generator/MCC building, the new primary incoming switchgear building, new electrical building #2, and the blower building. The administration building has a separate service drop from the power company. The rest of the WRF is served through two new parallel transformers serving the incoming switchgear building recently constructed. The administration building, the incoming switchgear building, and electrical building #2 were all constructed within the last 8 years. The generator/MCC building is undergoing upgrades and improvements to existing original equipment and generators as well as new upgraded switchgear and generators. The blower building has been in service for several years.

The incoming service and distribution transformers at the administration building are relatively new and in excellent condition with no obvious signs of significant concern. The standby generator functions properly and is in good condition. Since it was relocated from another location, it does show signs of wear and deterioration but with no major issues to interfere with its function. The distribution switchgear of the administration building was in excellent condition with minor issues (see below). Overall, the electrical equipment is in good functioning condition based on information from Operations staff.

The incoming switchgear building is relatively new, constructed only a few years ago. As such, all equipment is in excellent condition (see photograph at left). The facility is fed from two

power company transformers, also newly installed. A thermographic survey of the facility showed no anomalies or issues.

The generator/MCC building is an existing building with older equipment and equipment currently under construction. This review will focus on the existing equipment. The existing switchgear appears to be in good condition. The switchgear includes complete arc flash labeling required by NFPA 70E. The existing 1,250-kW generator is in overall good condition but the Chief Operator reported that it requires upgrades and an overhaul. The generator set shows minor points of fluids seepage.

The distribution switchgear was in excellent condition with minor issues. Overall, the electrical equipment is in good functioning condition based on information from the Operations staff.

The switchgear is in excellent condition. Staff report that the sound level within the building is extraordinarily high and they have posted signs requiring hearing protection in this facility. Since this facility contains only electrical switchgear, there is some concern over what is causing the high sound level (see below).

The switchgear should include a complete arc flash labeling as required by NFPA 70E. Overall, the electrical equipment is in excellent functioning condition based on information from the Operations staff. The blower building is an existing building with older equipment and upgraded installations. The existing switchgear appears to be in good condition, whereas the newly installed equipment is in excellent condition. A thermographic survey indicates no anomalies or issues.

The following deficiencies were noted:

- The power company distribution transformer appears to be merely sitting on the concrete pad and not properly anchored.
- Panel AC showed elevated temperatures on two separate breakers possibly indicating an issue that may need further investigation.
- The switchgear contains warning labels identifying parts and components as being energized. However, none of the equipment includes the appropriate arc flash labeling required by NFPA 70E.
- The generator/MCC building – Panel LE SECT 2 showed elevated temperature on one of the breakers possibly indicating an issue that may need further investigation. The existing generator set showed several indications of wear and is reported by the Operations staff as needing a major overhaul including the fuel system.
- Electrical building No. 2 – this is a new facility in excellent condition. However, the building requires hearing protection because the existing switchgear emits high levels of sound, above normal levels for safety. Why the sound is being generated from the switchgear is

unknown since there is no obvious source for this. It is possible that severe harmonics exist in the switchgear, which may be causing the elevated sound levels.

- The blower building – the newer switchgear contains the appropriate NFPA 70E arc flash labeling; however, the existing (older) equipment does not.

6.4.5 Operations

The East Port WRF produces a high-quality RCW by using biological nutrient removal with an MLE process, clarification, sand filtration, and high-rate chlorine disinfection. The WRF can be operated to produce secondary effluent without filtration, but this alternative operation is only used for maintenance purposes and excess and/or unfiltered effluent is diverted to storage ponds for on-site spray irrigation or disposal in the two on-site deep injection wells.

The East Port WRF accepts septic tank waste through two septage pretreatment units. This service provides a necessary waste treatment component for local septage hauling companies that service locations outside the CCU collection system service area.

The East Port WRF accepts and treats sludge from West Port, Rotonda, and Burnt Store WRFs. Consolidating the sludge digestion in one location provides an economy of scale and allows for more efficient operations.

The East Port WRF is staffed 24 hours per day, 7 days a week by licensed operators who also monitor the other WRFs within the CCU system 24 hours per day. Alarms are evaluated, and operators or maintenance personnel are dispatched to take corrective action, if necessary.

6.4.6 Maintenance

Routine maintenance is performed on a scheduled basis. Rehabilitation of major pieces of equipment is completed in accordance with the CIPs that are revised annually. Maintenance that is required to keep the WRF in compliance with regulations is performed immediately using in-house maintenance personnel or outside contractors.

The East Port WRF is undergoing upgrades through a five-stage expansion plan. Stage 1 and 2 Improvements have been completed. Stages 1 and 2 concentrated on repairing or replacing existing treatment units and upgrading the WRF's electrical systems. Stage 5 RCW Improvements, which are in construction, maximize RCW production, storage, and distribution to customers within the Mid and West County Master Reuse Systems. Design of future improvements will begin in 2019 and will increase the plant capacity from 6.0 to 9.0 MGD or possibly 12.0 MGD.

6.4.7 Review of Previous Report Recommendations

Stages 1 and 2 of the East Port WRF upgrade were completed in FY 2016. Stage 5 RCW Improvements were designed and bid for construction in FY 2017 and are in construction with completion scheduled for 2019. Other improvements leading to a rerating of the plant to 9.0 MGD or 12.0 MGD are beginning design and are scheduled to be constructed once growth and capacity issues dictate, which is currently expected for FY 2020 to FY 2024.

Table 6-8 East Port WRF 2017 Recommendations and Status

Recommendation:	Complete construction of the Stage 5 RCW Improvements to the effluent storage ponds to allow one pond to serve as a 95-MG RCW storage pond to increase reclaim water supply and reliability to customers. Add transfer pumping capabilities to transfer RCW from CCCs to the 95-MG RCW storage ponds and the new 9-MGD RCW HSPs.
Progress:	*Stage 5 RCW Improvements are in construction and will be completed in FY 2019.*
Recommendation:	Add additional stand-by power that is necessary to operate all critical treatment components at the plant including transfer pumps and reclaim water high service pumps.
Progress:	*This is part of Stage 5 RCW Improvements in construction and will be completed in FY 2019.*
Recommendation:	Replace the chemical feed and effluent analyzer shed building as part of the plant upgrade.
Progress:	*Project was designed as part of Stage 3 and 4 Improvements. These will be included in the East Port WRF Expansion project.*
Recommendation:	Evaluate the structural integrity of the digester walkways and the digester's ability to serve as an influent EQ tank.
Progress:	*Not started. This work will be evaluated as part of the East Port WRF Expansion Preliminary Engineering.*
Recommendation:	Add automated weir washer cleaners to Clarifier No. 2
Progress:	*Completed.*
Recommendation:	Anchor the administration building distribution transformer as required by the manufacturer.
Progress:	*The transformer contains an internal bolting system that is not visible from the outside. CCU has notified FPL, who owns and maintains the transformer, of the issue.*
Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine energy levels present. This information would appear on the appropriate arc flash labeling as required. Since much of the facility has already been labeled, it is likely that a model or the appropriate appellations may exist for much of this work.
Progress:	*Not completed.*
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment. This is especially important in electrical building #2 where sound levels are extraordinarily high. Identifying possible harmonics may mitigate this issue.
Progress:	*Not completed.*

6.4.8 Summary and Recommendations

The wastewater permit for the East Port WRF issued by FDEP in FY 2017 authorizes a planned expansion from 6.0 MGD to 9.0 MGD. The new East Port WRF Expansion will assess if an expansion to 12.0 MGD is required. The date for the complete expansion will be determined by CCU based on actual service area growth.

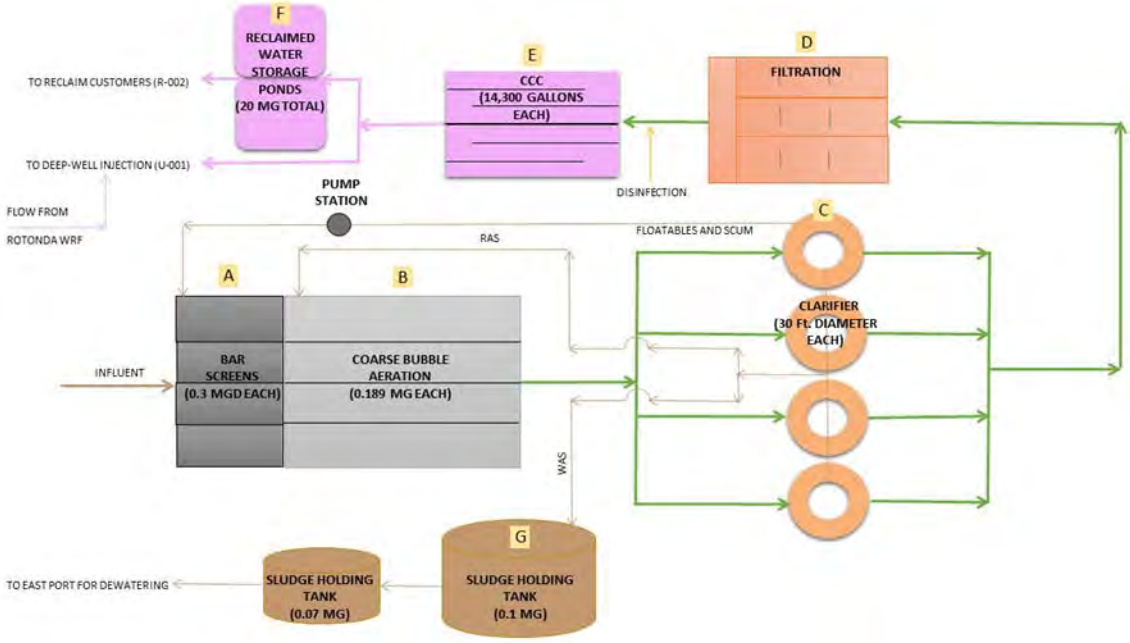
Table 6-9 East Port WRF 2018 Recommendations

Recommendation:	Complete construction of the Stage 5 RCW Improvements to the effluent storage ponds, HSP station, and 1,500-kW stand-by power generator.
Recommendation:	Work with the East Port WRF Expansion Design Engineer to evaluate the expansion from 6.0 MGD to 9.0 MGD or to 12.0 MGD. As part of the expansion include: ▪ Evaluate the structural integrity of the digester walkways and the digester's ability to serve as an influent EQ tank. ▪ Evaluate the new Chemical Feed and Analyzer Building for meeting high-level disinfection requirements required for producing unrestricted PAR water.
Recommendation:	Replace septage receiving pre-treatment units when repair is no longer cost effective, and modify to allow septage treatment in aerated sludge holding tank and/or pump to headworks.
Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine energy levels present. This information would appear on the appropriate arc flash labeling as required. Since much of the facility has already been labeled, it is likely that a model or the appropriate appellations may exist for much of this work.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment. This is especially important in electrical building #2 where sound levels are extraordinarily high. Identifying possible harmonics may mitigate this issue.

6.5 West Port WRF

The West Port WRF is in the Gulf Cove area of West Charlotte County at 15005 Cattle Dock Point Road, Port Charlotte. This WRF was upgraded in 2005 and has a current permitted capacity of 1.20 MGD AADF. The West Port WRF uses an activated sludge process to treat domestic wastewater collected from part of the West County service area. The West Port WRF is permitted to distribute reclaimed-quality water to unrestricted public-access reuse sites and inject into a deep well injection system. Two diesel-powered emergency generators with ATSs provide standby power to the WRF. Figure 6-3 shows the West Port WRF process flow diagram.

Figure 6-3 West Port WRF Process Flow Diagram



A) Screening: Raw wastewater from the West County service area collection/transmission system is screened to remove large inorganic material by four rotary influent screens. A manual bar screen is also available for bypass purposes. Screenings are collected in a dumpster and hauled to the landfill for disposal. Internal plant flows from the on-site pump station are introduced at the bar screens.

B) Biological Treatment for Organics Removal: Screened wastewater is split equally into four aeration basins where aeration and microorganisms are used to treat biodegradable material. Blowers aerate the wastewater through fine-bubble diffusers in each aeration basin.

C) Secondary Treatment: Flow from the biological treatment process is split between four secondary clarifiers for solids separation. The clarifiers are skimmed to remove floatables and scum before the effluent flows over a circumferential weir. Telescoping valves adjust sludge withdrawal from the bottom of each clarifier and convey it to the sludge return chamber. The sludge exits the return chamber where it is conveyed to the front of the aeration basins as RAS to replenish the microbial community or to the sludge holding/aerobic digestion tanks as WAS.

D) Tertiary Treatment – Filtration: Clarified water enters three automatic cleaning, disc-type cloth media filters for tertiary filtration to remove the remaining solids. The filters are housed in individual steel tanks.

E) Tertiary Treatment – Disinfection: The filtered water enters the CCCs where liquid sodium hypochlorite is dosed for disinfection. Only one chamber is currently in use.

F) Effluent Reclaimed and Disposal Facilities: Reclaimed-quality water is pumped to two lined storage ponds for storage and distribution to the reclaimed system. Excess RCW and water not meeting reclaimed standards are pumped to the Class I injection wells by three equally sized pumps. The West Port WRF and Rotonda WRF RCW systems are interconnected, allowing Rotonda WRF to dispose of excess RCW.

G) Aerobic Digestion: WAS is pumped from the clarifiers to the sludge holding/aerobic digestion tanks where blowers provide aeration through coarse-bubble diffusers. The sludge is gravity thickened and decanted before being hauled to the East Port WRF for aerobic digestion, dewatering, and transport to the Charlotte County Zemel Road Landfill where it is processed into compost available for sale as a soil conditioner.

6.5.1 Regulatory Considerations

The West Port WRF operations are regulated by FDEP under the provisions of Chapter 403, Florida Statutes, and the applicable FAC rules. The following permits govern plant operations:

- Plant Operating Permit (FLA014048), Expiration Date: February 24, 2021.
- Deep Well (IW-1) Permit (0330461-001-UO/1M), Expiration Date: April 12, 2020:
  - The MIT was performed on IW-1 in August 2015. The next MIT will be due by August 2020.

6.5.2 Wastewater Flows and Loads

The West Port WRF permitted capacity is 1.20 MGD AADF. In FY 2018, the AADF was 0.685 MGD, and the West Port WRF is operating at 57 percent of the plant permit capacity. The maximum monthly average flow of 0.752 MGD occurred in February 2018. The highest TMADF of 0.746 MGD occurred in October 2017, which is 62 percent of the plant permit capacity, demonstrating the influence of wet weather and infiltration and inflow to the facility. Table 6-10 summarizes influent flows as reported in the DMRs.

Table 6-10 West Port WRF Influent Flows in FY 2018

Month	Monthly Avg. (MGD)	AADF (MGD)[1]	TMADF (MGD)	Monthly Max Day (MGD)	Monthly Min Day (MGD)	TMADF Percent Capacity (%)
Oct-17	0.642	0.670	0.746	0.695	0.626	62
Nov-17	0.653	0.675	0.690	0.730	0.651	57
Dec-17	0.654	0.679	0.650	0.712	0.657	54
Jan-18	0.707	0.683	0.671	0.804	0.650	56
Feb-18	0.752	0.689	0.704	0.818	0.719	59
Mar-18	0.724	0.693	0.728	0.759	0.704	61
Apr-18	0.653	0.695	0.710	0.742	0.521	59
May-18	0.692	0.706	0.690	0.984	0.562	57
Jun-18	0.683	0.706	0.676	0.890	0.598	56
Jul-18	0.707	0.705	0.694	0.811	0.637	58
Aug-18	0.667	0.692	0.686	0.827	0.611	57
Sep-18	0.685	0.685	0.686	0.800	0.616	57

[1] Permitted capacity = 1.2 MGD AADF.

For FY 2018, the average annual influent load for CBOD5 was 101.40 mg/L and for TSS was 181.90 mg/L. The maximum monthly average for CBOD5 was 124.0 mg/L in March 2018 and for TSS was 247.0 mg/L in June 2018, which correspond with seasonal residents and the dry season. Table 6-11 summarizes the wastewater characteristics of the West Port WRF influent.

Table 6-11 West Port WRF Influent Water Quality in FY 2018

Month	CBOD		TSS	
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)
Oct-17	70.50	105.6	154.80	185.50
Nov-17	92.80	104.5	164.40	184.80
Dec-17	111.3	102.3	161.80	175.40
Jan-18	115.8	100.9	173.30	152.40
Feb-18	116.2	98.20	166.60	168.80
Mar-18	124.0	95.20	167.60	256.50
Apr-18	119.5	92.80	165.40	160.20
May-18	108.9	93.10	200.20	162.80
Jun-18	101.5	95.50	247.00	173.00
Jul-18	93.30	97.90	184.50	179.20
Aug-18	84.20	99.80	167.40	181.90
Sep-18	79.00	101.40	159.80	181.90

6.5.3 Treatment Objectives and Effluent Quality

The West Port WRF is permitted to treat wastewater to two effluent standards: one for disposal to the deep injection well (CBOD5 = 20 mg/L, TSS = 20 mg/L), requiring basic disinfection;

and the other for public access reuse levels (CBOD5 = 20 mg/L, TSS = 5 mg/L), requiring high-level disinfection.

In FY 2018, the annual average effluent CBOD5 and TSS values were 2.33 mg/L and 0.6 mg/L, respectively. The CBOD5 high monthly average of 3.83 mg/L occurred in June 2018. The TSS effluent remained below 1.0 mg/L throughout FY 2018. These CBOD5 and TSS concentrations are well within public-access reuse standards. Table 6-12 summarizes the water quality of the West Port WRF effluent.

Table 6-12 West Port WRF Effluent Water Quality in FY 2018

Month	CBOD			TSS			Fecal Monthly Avg. (No./100 mL)
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	
Oct-17	2.00	2.07	97.2	0.3	0.5	99.8	<1
Nov-17	2.00	2.05	97.8	0.3	0.4	99.8	1
Dec-17	2.00	2.00	98.2	0.4	0.4	99.8	1
Jan-18	2.00	2.00	98.3	0.4	0.4	99.7	<1
Feb-18	3.22	2.10	97.2	1.5	0.5	99.1	1
Mar-18	2.16	2.12	98.3	0.5	0.5	99.8	<1
Apr-18	<2.00	2.12	98.3	0.3	0.5	99.8	1
May-18	<2.00	2.12	98.2	0.3	0.5	99.8	1
Jun-18	3.83	2.27	96.2	1.1	0.5	99.6	1
Jul-18	2.29	2.29	97.5	0.5	0.5	99.8	<1
Aug-18	2.00	2.29	97.6	0.8	0.6	99.5	1
Sep-18	2.43	2.33	96.9	0.8	0.6	99.5	<1

6.5.4 Treatment Components and Condition Assessment

Jones Edmunds completed an on-site review of the WRF on February 07, 2019. Our personnel met with Thomas Cimino, Chief Operator of the West Port WRF, to review plant conditions, operations, and records. Access to the facility is through a secure gate in a fence that extends to a water moat that completely surrounds the wastewater plant and RCW storage ponds. A warning sign is on the access gate, and multiple warning signs are outside the moat near the property boundary.

In general, the plant site is well kept. Staff has done a good job in grounds-keeping and facility appearance. The area of mowed grass on the outside of the RCW storage pond is an aesthetic welcome to plant visitors. The operations building and shop area is clean and organized.

The plant operators continue to exercise all valves regularly. All compliance meters are calibrated every 6 months, and calibration tags were up to date at the time of the site visit.

Required documents maintained on site include:

- Operating permits for the treatment facility and deep injection wells.
- Operator's licenses.

- Facility logbook.
- Facility Standard and Emergency Operating Plans.
- DMRs.
- Effluent Analysis Reports
- Annual Reuse Report.
- Pathogen Monitoring Report (Giardia and Cryptosporidium every 2 years).
- Reports required to complete the last permit application.
- Certification of EPLAB.
- Sampling Plan.
- Groundwater Monitoring Plan (contained in permit).
- Laboratory results.
- Flow meter calibrations.
- Chlorine and pH meter calibrations (one/day).
- Chain-of-Custody forms for samples that are sent to laboratories.
- Monthly residual and marketing report (reported in dry tons/month).
- Facility Operations and Maintenance Manuals.
- Maintenance records (EAMS electronic data system).
- Reuse Operating Protocol.
- Facility Record Drawings.
- Daily temperature logs.
- Spill protocol and record of spills.

The Cross-connection and Backflow Prevention Manuals are kept at the Reclaimed Water Coordinator's office at the East Port WRF. The Chief Operator has prepared a binder of required documents that is readily available for anyone's inspection.

6.5.4.1 WRF Influent

The WRF includes a 24-inch influent force main and 16-inch flow meter assembly that have been in service since January 2014.

6.5.4.2 Headworks

The overall condition of the headworks was considered good at the time of the site visit. In FY 2017, the bottom of the headworks area was cleaned, and in FY 2018 the top of the headworks was power washed.

The rotary screens were rebuilt in 2017 but are still having problems. Rotary Screens No. 1 and 2 have been undergoing repair since 2017. The screens' housing is Type 304 stainless

steel, but pin holes have developed in the housing due to the highly corrosive gases released in the headworks. To help protect the equipment, the screen housings have been sand blasted and painted with epoxy paint. Other alternatives to reduce or eliminate the highly corrosive gasses at the headworks include flow equalization and chemical oxidation.

Most components are stainless steel, but the few carbon components are a constant maintenance challenge. Staff clean the screens twice daily to help delay rusting from exposure to hydrogen sulfide. The Type 316 stainless steel wedge wire drums are in very good condition.

The concrete area around the screens is cleaned twice daily by hosing down screenings liquid into the aeration basins.

At the time of inspection, the dumpster area was found to be clean with only slight leakage of water from the dumpsters to the drains under the dumpsters.

A fiberglass grating over the influent flow splitter area had been supported by two carbon-steel beams. These beams were replaced with aluminum beams in FY 2015. The fiberglass grating is showing no signs of deterioration.

The WRF has no grit removal system. Grit usually accumulate in aeration basins and at the on-site lift station. Grit is removed from the system periodically by vacuum trucks. Although the lack of a grit removal system is an issue, grit content of the wastewater entering the WRF is probably lower than most plants because nearly all flow is received from septic tank effluent pumps.

6.5.4.3 Flow Equalization

The West Port WRF does not have flow equalization storage for peak hour flows. Introducing flow equalization would improve the efficiency of plant operations.

6.5.4.4 Activated Sludge Facilities

The overall condition of the activated sludge facilities is good.

The WRF has four aeration basins that were in service at the time of the site review. New fine-bubble diffusers were installed in all basins in 2013 and 2014. This has had a positive effect on the treatment process by providing a more even air flow distribution. However, the lack of grit removal continues to present a maintenance challenge since

deposited grit levels rise to block the diffusers. Basin No. 3 was cleaned of grit and damaged aerators were repaired in FY 2016.

All three blowers were operating properly. Usually, one blower is operated at a time to meet aeration requirements. The operators cycle the blowers weekly. The plant operates between a pH of 6.7 and 7.0; when the pH exceeds 7.5, a second blower turns on. During the summer, a timer is used to turn the blower on and off throughout the day. Using pH for operational control is not the most practical method for treating wastewater; an alternate control method including DO and oxygen reduction potential (ORP) should be evaluated.

The outlet weirs of the aeration tanks require manual cleaning when debris catches on the weirs.

Four RAS/WAS pumps are in good operating condition and are under a sheet-metal roof. The pumps were painted in 2017.

The steel supports of the walkway over the aeration tank effluent splitter box were touched up with paint in FY 2017, and the aeration tanks were repainted in 2018.

6.5.4.5 Sedimentation

The overall condition of the sedimentation process is fair.

Plant operations follows a routine schedule of clarifier inspection, repair, and painting. At the time of inspection, three of the four clarifiers were in service. Clarifier No. 3 was taken offline, serviced, and painted in FY 2018. It is expected to be put online in FY 2019. Servicing and painting of Clarifier No. 4 is scheduled to follow Clarifier No. 3 in FY 2019.

Overflow weirs are hosed daily and brushed weekly to keep them clean. The overflow weirs were leveled in FY 2017. New weirs were installed in Clarifier No. 1 and Clarifier No. 2 in 2018. Clarifier No. 3 and Clarifier No. 4 are scheduled to have new weirs in FY 2019-2020.

The sludge return chambers on the side of each clarifier have telescoping valves used to adjust sludge withdrawal from the bottom of the clarifier. All telescopic valves are operating properly.

Floatables accumulate in these sludge boxes and are periodically removed by manually skimming the 5-foot-by-5-foot boxes from the clarifier bridge when the chambers are full.

6.5.4.6 Filtration

The filters are in good condition. The tanks are cleaned every month with 5 gallons of bleach. A UV cover was put on the filter tanks and then removed because access to the filters during maintenance activities was blocked. We recommend installing a galvanized metal frame and UV cover above each tank to prevent algae growth in the filters.

All three filters were in operation at the time of the site visit and working properly. All three filters have been replaced with new 5-micron filter cloths. The Chief Operator stated that a higher-quality effluent is obtained when all three filters are operating in parallel.

The filters are constructed of Type 304 stainless steel, but the fiberglass grating platform between the filters is supported by carbon steel angles. The paint is in good condition.

The control panels and meter readouts for the three filters are under an aluminum cover.

The turbidity sampling point is located where it receives the combined flow of all three filters.

6.5.4.7 Chlorination

The overall condition of the chlorination system is excellent.

Good turbulent flow in the inlet boxes to the CCCs created effective mixing.

The pH and chlorine analyzers are in good working order.

In June 2017, a new chlorine feed system with two chemical feed pumps for each CCC and new storage tanks was installed in a new chlorine storage and feed area between the two CCC structures. This will enable two parallel CCCs to operate when peak hourly flows exceed 955 pm.

The new dosing pumps have double-containment protection.

6.5.4.8 Solids Handling Facilities

The overall condition of the sludge holding tanks is good, but the capacity of the aerobic digesters is limited. Expanding the sludge holding tank storage will improve sludge decanting and thickening. The system currently cannot reach above 1.0 percent TSS. Sludge is transferred between tanks and loaded onto tanker trucks by a sludge transfer pump. Valve changes determine where sludge is directed.

The liquid sludge load-out pump was replaced in 2017.

The WRF has four emergency sludge-drying beds.

6.5.4.9 Effluent Storage and Disposal

The overall condition of the effluent disposal system is good.

Effluent disposal is accomplished through an RCW distribution system and one deep injection well. A total of 20 MG of on-site RCW storage is provided. The two HSPs and one jockey RCW pump are in good condition.

Three new deep well pumps with a 16-inch manifold pipe connect to the deep well and on-site irrigation pipes. All pumps were fully functioning at the time of the inspection.

The effluent composite sampler and compliance monitoring equipment are working properly.

6.5.4.10 RCW Storage and Distribution

The West Port WRF has two lined RCW storage ponds – one 5 MG and one 15 MG. The storage ponds are used to store RCW produced during the day for distribution at night or to store excess RCW during wet-weather periods. The stored water can be pumped to the RCW distribution system or the deep injection well.

The West Port WRF RCW system is part of the Master Reuse System that interconnects with the Rotonda WRF and the East Port WRF RCW systems. This provides flexibility to serve existing and future RCW customers. The main customer for the RCW produced at the West Port WRF is the Coral Creek Golf Club golf course, which receives RCW through a 7-mile-long, 10-inch-diameter RCW main constructed by the golf course owners.

6.5.4.11 Reject Storage and Alternate Disposal

The West Port WRF has no reject storage. Effluent that does not meet public-access RCW standards is injected into the on-site deep injection well.

6.5.4.12 Wet Weather Storage

The two RCW storage ponds are used for wet-weather storage of excess RCW. If the volume of RCW produced exceeds the storage capacity, the RCW is injected into the deep well.

6.5.4.13 Electrical Components and Circuitry

The incoming switchgear and distribution transformer appear in good condition with no obvious signs of significant concern. The incoming power via overhead aerial is new and was installed within the past couple of years. The WRF is served from two 400-kilovolt-ampere (kVA) generators connected in parallel that are fed from a subbase tank and an auxiliary tank adjacent to them (see photograph above). Operations staff indicates that a new 6,000-gallon fuel tank and pad for the generators will be installed in the near future. Overall, the electrical equipment is in good functioning condition based on information from the Operations staff, except for the deficiencies listed below. Thermography scanning of the equipment showed no anomalies.

The following deficiencies were noted:

- A power distribution panel located within the plant's MCC is missing a protective cover. Access in the panel to activate a breaker could potentially expose personnel to live conductors (see photograph above).
- The switchgear contains warning labels identifying parts and components as being energized. However, none of the equipment includes the appropriate arc flash labeling required by NFPA 70E.

6.5.5 Operations

The West Port WRF produces RCW using biological treatment, cloth filtration, and high-level chlorine disinfection. The plant can be operated to produce secondary effluent without filtration, but this alternative operation is rarely used.

The West Port WRF is staffed 16 hours per day, 7 days per week. Key plant components are automatic, and continuous effluent monitoring allows the plant to produce high-quality effluent 24 hours per day. The East Port WRF operators monitor the operations of the West Port WRF 24 hours per day through a County-wide telemetry system. Alarms are evaluated, and operators or maintenance staff can be dispatched to the West Port WRF to address issues, if necessary. Effluent not meeting the RCW standards is automatically diverted to the deep injection well for disposal. RCW is also automatically diverted to the deep injection wells when the RCW storage ponds are full.

6.5.6 Maintenance

Routine maintenance is performed on a scheduled basis. Rehabilitation of major pieces of equipment is completed in accordance with the CIPs that are revised annually. Maintenance required to keep the WRF in compliance with regulations is performed immediately using in-house maintenance personnel or outside contractors.

6.5.7 Review of Previous Report Recommendations

Table 6-13 West Port WRF 2017 Recommendations and Status

Recommendation:	Provide additional aerobic sludge holding tank volume and decanting capacity to improve decant thickening.
Progress:	*Ongoing.*
Recommendation:	Resolve hydraulic constraints in the irrigation wet well for the injection well pumps to allow disposal of excess RCW from West Port during wet-weather events.
Progress:	*Ongoing.*
Recommendation:	Complete painting of the steel supports for the walkway over the aeration tank effluent splitter box and the aeration tanks.
Progress:	*Completed.*
Recommendation:	Complete repairs on Rotary Screen Nos. 1 and 2.
Progress:	*Ongoing.*
Recommendation:	Evaluate a DO or ORP control system to replace the pH control approach currently used in the aeration basins.
Progress:	*Not started.*
Recommendation:	Clarifiers are showing signs of rust and suspect structural problems below the water line. Proceed with the scheduled repair and/or replacement and painting of Clarifier Nos. 3 and 4. Include leveling of clarifier overflow weirs in the work to be accomplished.
Progress:	*Ongoing.*
Recommendation:	Evaluate the addition of a flow equalization tank to improve treatment plant operations.
Progress:	*Not Started.*
Recommendation:	Install UV fabric cover over filters to reduce algae growth.
Progress:	*Ongoing.*
Recommendation:	Reviews are needed for the generator control system by the generator manufacturer as well as the paralleling switchgear manufacturer to determine the cause for the generator inconsistencies and surging.
Progress:	*Completed.*
Recommendation:	Secure all electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts.
Progress:	*Completed.*

Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify operations and maintenance personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine the energy levels present. This information would appear on the appropriate arc flash labeling as required.
Progress:	*Not yet completed.*
Recommendation:	Perform a load study to identify any issues related to the system power quality, quantity, and capacity. The load study would help identify deficiencies in the system such as the issues related to the faulty blowers and identify reserve capacities and potential anomalies that may affect long-term maintenance and serviceability of the equipment.
Progress:	*Not yet completed.*

6.5.8 Summary and Recommendations

The West Port WRF is a conventional activated-sludge treatment plant with effluent filtration to produce public-access RCW. The effluent consistently meets public-access RCW quality. Nearly all current RCW produced is consumed by one primary golf course customer.

Most of the unit process tanks are made of concrete or Type 304 stainless steel except for four secondary clarifiers. The clarifier tanks appear to be in good condition, but the mechanical components of the clarifiers require constant paint maintenance. Clarifier No. 2 was taken out of service in FY 2017 for major overhaul and painting. The stairways leading to the bridges of the aboveground clarifiers have been painted. Their condition should be checked yearly, and touch-up paint applied when necessary. The clarifiers should be completely repainted every 4 years with touch-up of rust spots occurring every year. The inclusion of four clarifiers at the West Port WRF allows for one to be taken out of service for painting with minimal impact to the effluent quality.

The sludge produced as a byproduct of treatment is pumped to aerobic sludge-holding tanks and then thickened at the West Port WRF before being trucked-hauled in liquid form to the East Port WRF for sludge dewatering and final disposal at the compost facility. The aerobic sludge-holding tank volume is too small and prevents proper decant thickening, resulting in a decant thickened sludge of 1-percent total solids or less. Additional sludge-holding tank volume and decant thickening capabilities should be provided to allow a thickened sludge of 1.5- to 2.0-percent total solids, which will reduce sludge hauling volume by 50 to 100 percent and reduce the resulting costs.

The new influent force main, RCW transmission pipe from the Walenda Pumping Station and the Rotonda WRF, and the expanded RCW storage ponds have added considerable value to

the WRF and its ability to function as a supplier of RCW for the east section of the West County peninsula. However, there are still issues with transmission of reclaimed water from East Port WRF to customers in West Port area as summarized in Chapter 7. In addition, excess RCW disposal during wet-weather events is an issue for the West Port WRF since Rotonda's excess water is pumped for co-disposal in the West Port's injection well. West Port's excess RCW flows by gravity to the irrigation wet well and to the on-site storage ponds.

The electrical components at this facility are in good-to-fair condition. The facility staff has identified several issues related to power including faulty generator paralleling and overloaded circuits when some equipment is called for. Additional code-related issues were also identified.

Table 6-14 West Port WRF 2018 Recommendations

Recommendation:	Provide additional aerobic sludge-holding tank volume and decanting capacity to improve decant thickening.
Recommendation:	Resolve hydraulic constraints in the irrigation wet well for the injection well pumps to allow disposal of excess RCW from West Port during wet-weather events.
Recommendation:	Complete repairs on Rotary Screen Nos. 1 and 2.
Recommendation:	Evaluate a DO or ORP control system to replace the pH control approach currently used in the aeration basins.
Recommendation:	Proceed with the scheduled repair and/or replacement and painting of Clarifier Nos. 3 and 4. Include leveling of clarifier overflow weirs.
Recommendation:	Replace the overflow weirs for all four clarifiers.
Recommendation:	Evaluate adding a flow equalization tank to improve plant operations.
Recommendation:	Install a galvanized metal frame and UV cover above each filter tank to prevent algae growth in the filters.
Recommendation:	Secure all electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts.
Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify operations and maintenance personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine the energy levels present. This information would appear on the appropriate arc flash labeling as required.
Recommendation:	Perform a load study to identify any issues related to the system power quality, quantity, and capacity. The load study would help identify deficiencies in the system such as the issues related to the faulty blowers and identify reserve capacities and potential anomalies that may affect long-term maintenance and serviceability of the equipment.

6.6 Rotonda WRF

The Rotonda WRF is at 3740 Kendall Road, Rotonda West. This facility was purchased by Charlotte County from a private utility, Aqua Source, in 2000. The Rotonda WRF is permitted to distribute reclaimed-quality water to unrestricted-public-access reuse sites and to use the West Port WRF deep well injection system. Areas currently served by the Rotonda WRF include the inside of the circular Boundary Boulevard of the 7.5-square-mile Rotonda development; areas filling in the northeast and northwest corners outside the circular development; and

adjacent areas along Cape Haze Boulevard, Pine Valley, White Marsh, Long Meadow, Broadmoor, Pinehurst, Pebble Beach, Oakland Hills, and Cape Haze neighborhoods.

A phased plant expansion was completed during FY 2009 and was cleared for service by FDEP on November 19, 2009. The expanded facility has a rated treatment capacity of 2.0 MGD AADF and a rated RCW disposal capacity of 1.005 MGD AADF. The Rotonda WRF uses activated sludge in a membrane bioreactor (MBR) configuration to treat wastewater.

Effluent can be distributed as RCW to the unrestricted-public-access master reuse system or transferred to West Port for injection into a deep well injection system. Figure 6-4 shows the Rotonda WRF process flow diagram.

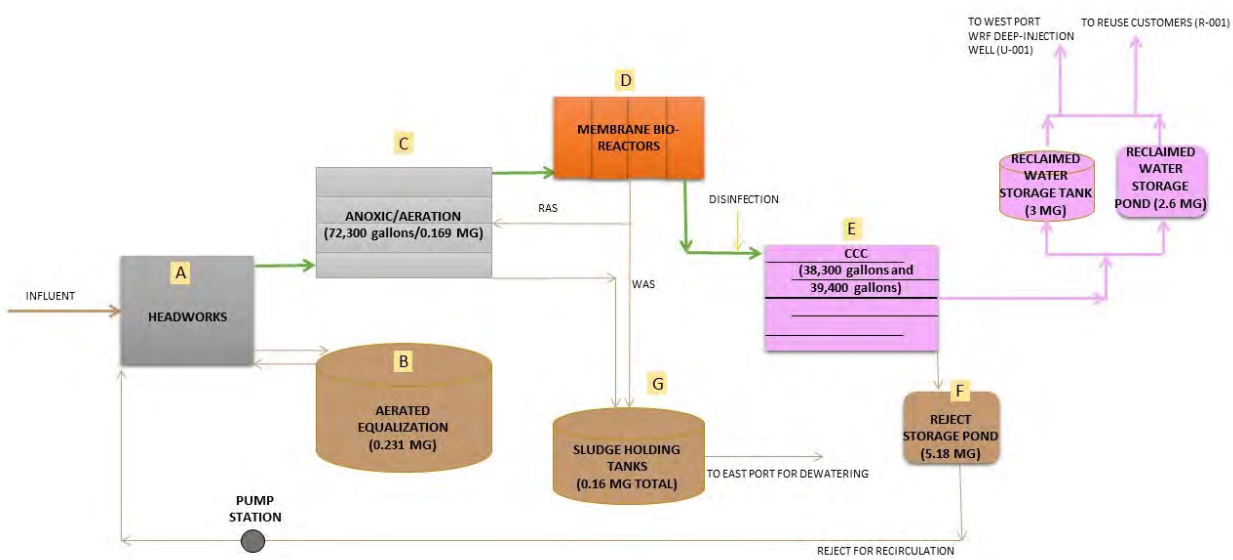
Two diesel-powered emergency generators in an on-site building have ATSs for providing emergency power to the WRF.

The Rotonda WRF treatment process consists of the following components.

A) Headworks: Raw wastewater from the West County service area enters the Rotonda WRF headworks for screening and grit removal. Two Baycor rotary drum fine screens remove larger inorganic material. Grit removal is achieved in two grit concrete tanks immediately downstream of the rotary drum screens. Settled grit is pumped through two grit cyclones and one grit "snail" washer to remove organics. Solids removed by these two processes are collected and hauled to the landfill for disposal. Flows for the on-site lift station are introduced here.

B) Equalization: During peak flows, excess wastewater pours over a weir at the headworks and is diverted to a 300,000-gallon EQ tank. Pumps at the EQ tank return the wastewater to the system as influent flows return during average conditions. The EQ tank is equipped with two forced-air pumps to maintain the biological medium and prevent hypoxic conditions.

Figure 6-4 Rotonda WRF Process Flow Diagram



C) Biological Treatment for Organics and Nutrient Removal: Wastewater from the pretreatment structure enters two activated-sludge treatment trains that consist of an

aerobic zone, anoxic zone, and a swing zone that can be an aeration or anoxic zone. This configuration allows the biodegradation of organics and removal of excess nitrogen. Blowers and fine-bubble diffusers are used to provide oxygen to the wastewater in the aeration zone.

D) Tertiary Treatment – Filtration: From the biological treatment process, the wastewater flows to the four MBR filtration trains. Each train contains three cassettes. Hollow-tube membranes housed in individual cassettes provide a high level of filtration and take the place of clarifiers and gravity filters used at the other WRFs. The cassettes are periodically submerged in cleaning tanks where liquid sodium hypochlorite is added. Sludge produced in the treatment process is pumped to two locations – to the aeration basins as RAS to support microbial activities and to the two sludge-holding/aerobic digestion tanks as WAS.

E) Tertiary Treatment – Disinfection: The filtered water enters the CCC splitter box that directs the flow into one of two CCCs. Three chlorine feed pumps introduce liquid sodium hypochlorite for RCW disinfection requirements. The chlorine is thoroughly mixed using a static mixer in the CCC influent pipe. The sodium hypochlorite is controlled by flow meters on the MBR effluent piping. The three sodium hypochlorite storage tanks have a total capacity of 5,500 gallons.

F) Effluent Reclaimed and Disposal Facilities: RCW enters the on-site 3.0-MG GST and a 2.64-MG RCW storage pond. An on-site pump station provides flow to the RCW transmission system that is interconnected with the West Port WRF to increase RCW distribution in West Charlotte County. During wet weather, excess RCW can be disposed of in the West Port WRF deep injection well. If effluent does not meet the unrestricted-public-access RCW quality requirements, the flow can be diverted to an on-site lined storage pond and recirculated to the WRF headworks.

The Rotonda WRF also has a lined reject pond with a storage capacity of 5.182 MG. Water diverted to this pond does not meet RCW standards and thus must be retreated through the WRF.

G) Aerobic Digestion: WAS pumped to the two sludge-holding/aerobic digesters (170,000-gallon capacity) is gravity thickened and hauled to the East Port WRF for aerobic digestion and dewatering. The tanks are converted clarifiers with center surface aerators. Decanted supernatant recirculates to the headworks. Thickened sludge is hauled to the East Port WRF for digestion, dewatering, and final disposal at a compost facility at the Charlotte County Zemel Road Landfill.

6.6.1 Regulatory Considerations

The Rotonda WRF operations are regulated by FDEP under the provisions of Chapter 403, Florida Statutes, and the applicable FAC rules. The following permit governs plant operations:

- Plant Operating Permit (FLA014098) Expiration Date: May 30, 2022.

6.6.2 Wastewater Flows and Loads

The Rotonda WRF's permitted capacity is 2.0 MGD AADF. In FY 2018, the AADF was 1.084 MGD and the Rotonda WRF was operating at 54 percent of the plant permit capacity. The maximum monthly average flow of 1.42 MGD occurred in September 2018. The highest TMADF of 1.412 MGD occurred in October 2017, which is 71 percent of the plant permit capacity demonstrating the influence of wet weather and infiltration and inflow on flows to the facility. Table 6-15 summarizes influent flows as reported on DMRs in FY 2018.

Table 6-15 Rotonda WRF Influent Flows in FY 2018

Month	Monthly Avg. (MGD)	AADF (MGD)[1]	TMADF (MGD)	Monthly Max. Day (MGD)	TMADF Percent Capacity (%)
Oct-17	1.067	1.071	1.412	1.639	71
Nov-17	1.043	1.081	1.224	1.261	61
Dec-17	0.997	1.092	1.036	1.639	52
Jan-18	1.012	1.066	0.935	1.032	47
Feb-18	1.130	1.047	1.003	1.336	50
Mar-18	0.975	1.033	1.039	1.026	52
Apr-18	0.844	1.028	0.983	0.955	49
May-18	1.126	1.058	0.982	2.354	49
Jun-18	1.181	1.086	1.050	1.662	53
Jul-18	1.103	1.108	1.137	1.354	57
Aug-18	1.150	1.097	1.145	1.636	57
Sep-18	1.420	1.084	1.224	2.090	61

[1] Permitted plant capacity 2.0 MGD.

For FY 2018, the average annual influent load for CBOD5 was 101.8 mg/L and for TSS was 129.8 mg/L. The maximum monthly average for CBOD5 was 149.0 mg/L in March 2018 and for TSS was188.0 mg/L in March 2018, which correspond with seasonal residents and the dry season. Table 6-16 summarizes the wastewater characteristics of the Rotonda WRF influent in FY 2018.

Table 6-16 Rotonda WRF Influent Water Quality in FY 2018

Month	CBOD5		TSS	
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)
Oct-17	68.0	102.3	102.0	125.1
Nov-17	79.0	100.0	116.0	125.2
Dec-17	125.0	102.3	127.0	125.1
Jan-18	129.0	97.7	166.0	123.5
Feb-18	134.0	100.0	180.0	129.7
Mar-18	149.0	101.3	188.0	130.1
Apr-18	130.0	101.7	163.0	132.3
May-18	101.0	100.2	128.0	131.9
Jun-18	93.7	101.0	119.0	134.2
Jul-18	75.7	100.3	95.2	133.4
Aug-18	67.1	101.1	82.4	131.7
Sep-18	57.5	101.8	70.3	129.8

6.6.3 Treatment Objectives and Effluent Quality

The Rotonda WRF is designed to treat wastewater to public-access reuse levels (CBOD5 = 20 mg/L and TSS = 5 mg/L), requiring high-level disinfection.

In FY 2018, the annual average effluent CBOD5 and TSS were 2.05 and 0.30 mg/L, respectively. The maximum effluent CBOD5 monthly average was 2.29 mg/L in March 2018. The monthly average maximum for TSS was 0.90 mg/L and occurred in November and December 2017. These CBOD5 and TSS concentrations are well within public-access standards. Table 6-17 summarizes the effluent water quality for the Rotonda WRF.

Table 6-17 Rotonda WRF Effluent Water Quality in FY 2018

Month	CBOD5			TSS			Fecal Monthly
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	Monthly Avg. (No./100 mL)
Oct-17	2.10	2.18	96.8%	0.40	0.70	100.0	<1
Nov-17	2.00	2.18	97.3%	0.90	0.70	99.7%	<1
Dec-17	2.04	2.19	98.0%	0.90	0.70	99.8%	<1
Jan-18	2.00	2.01	98.4%	0.00	0.10	99.9%	1
Feb-18	2.00	2.01	98.5%	0.00	0.40	99.8%	<1
Mar-18	2.29	2.04	98.5%	0.20	0.40	99.9%	<1
Apr-18	2.23	2.06	98.3%	0.20	0.40	99.9%	<1
May-18	2.00	2.06	98.0%	0.10	0.40	99.9%	<1
Jun-18	2.07	2.06	97.8%	0.10	0.40	99.9%	<1
Jul-18	2.00	2.05	97.3%	0.10	0.00	99.9%	<1
Aug-18	2.00	2.05	97.0%	0.10	0.40	99.9%	<1
Sep-18	2.00	2.05	96.5%	0.20	0.30	99.6%	<1

6.6.4 Treatment Components and Condition Assessments

Jones Edmunds completed an on-site review of the WRF on February 07, 2019. Our personnel met with Luke West, Chief Operator of the Rotonda WRF, to review plant conditions, operations, and records. Access to the facility is through a secure gate in a fence that surrounds the WRF and effluent storage ponds. The facility site is well maintained, and most equipment is less than 10 years old. Painted exterior walls and piping are beginning to show signs that repainting should be scheduled in a few years.

The plant operators continue to exercise all valves regularly. All compliance meters are calibrated every 6 months, and calibration tags were up to date at the time of the site visit.

Required documents maintained on site include:

- Operating permits for the treatment facility and deep injection wells.
- Operator's licenses.
- Facility logbook.
- Facility Standard and Emergency Operating Plans (guidance book created in-house).
- DMRs.
- Effluent Analysis Reports.
- Annual Reuse Report.
- Pathogen Monitoring Report (Giardia and Cryptosporidium).
- Reports required to complete the last permit application (in process).
- Certification of the EPLAB.
- Sampling Plan.
- Groundwater Monitoring Plan (contained in permit).
- Laboratory results.
- Flow meter calibrations.
- Chlorine and pH meter calibrations (one/day).
- Chain of custody forms for samples that are sent to laboratories.
- Monthly residual and marketing report (reported in dry tons/month).
- Facility Operations and Maintenance Manuals.
- Maintenance records (EAMS electronic data system).
- Reuse Operating Protocol.
- Facility record drawings.
- Daily temperature logs.
- Spill protocol and record of spills.

The Cross-connection and Backflow Prevention Manuals are kept at the RCW Coordinator's office at the East Port WRF and at the Rotonda WRF Operations Building.

6.6.4.1 WRF Influent

The two main influent valves were scheduled to be replaced in 2018. However, it was deferred to FY 2019 to allow the facility to procure a manually operated slide gate for each valve for better isolation of the drum screens.

6.6.4.2 Headworks

The overall condition of the headworks is good, but beginning to show signs of aging.

At the time of the site visit, both screens were operating. These screens are critical process units, and one screen must always be in service. Each screen rotates on four drum rollers that have been replaced several times on screen No. 1 since installation in 2009. The drum rollers support the stainless-steel perforated screen as it rotates. The worn rollers were last replaced in 2016. The rate of rotation has been slowed to extend the life of mechanical components. In 2017, the drums were welded, and the roller wheels, chains, and drive gears were replaced. A wash water spray was added to the screening compactors, which improved operation and lengthened the life of the lower bearing units.

The drive motor on Screening Conveyor No. 2 was raised above the bottom bearings to prevent water from entering the motor when the seal bearing leaks. This motor location with its drive belt has proven to be a better location than the manufacturer's direct drive location. The drive motor of Screening Conveyor No. 1 was replaced in January 2019. These pieces of equipment are also monitored frequently for wear and operating efficiency.

The grit removal process operates as intended. The organic wastewater component of the pumped mixture is returned to the wet wells. The separated grit passes to a grit "snail" washer before being deposited into a dumpster bag. The grit "snail" washer includes a conveyor belt that allows the grit to shed water as it proceeds to the dumpster. The grit "snail" washer produces a dry grit that is deposited into a plastic grit bag. In 2017, Grit Pump No. 2 was replaced, and the cyclones are scheduled for replacement in 2019.

The screenings and grit dumpsters are emptied once per week. The dumpster area is

clean and free of odors. The screening screw conveyors/compactors and grit dewatering units are operating as intended.

6.6.4.3 Flow Equalization

The overall condition of the 0.3-MG EQ tank is good.

The EQ tank, which attenuates high hourly flows, is filled through a gravity system initiated by an overflow weir at the headworks structure. The EQ tank contents are returned to the headworks for treatment at a steady flow over 24 hours using variable-speed pumps. This has proven to be a valuable asset to the operation of the facility. The Chief Operator noted that Lift Station No. 801 sends 1,500 gpm to the Rotonda WRF for about 20 minutes and then turns off for 20 to 30 minutes. The operation of the EQ tank has been adjusted to respond to the intermittent discharge from Lift Station No. 801. Dry pit submersible pumps are used to return EQ tank contents to the treatment stream. The EQ tank positive displacement blowers are run intermittently to save power. Oil sight glasses and fill ports were added by CCU to improve maintenance.

6.6.4.4 Activated Sludge Facilities

The overall condition of the activated sludge facilities is good.

The aeration tanks operate in a plug flow regime with aerobic, anoxic, and swing zones. The anoxic zones and the use of automatic DO probes to control blower speeds have contributed to the high level of treatment while conserving energy use. The two old aeration tanks were last drained for inspection in 2012. Very little grit was found in the bottom. The aeration basins were pressure-cleaned and painted in FY 2017.

The aeration system continues to supply adequate air to the aeration tanks. Four blowers serve the aeration trains. Generally, one blower meets air requirements. Additional units are brought online during higher demands. Blower No. 2 has been repaired multiple times including a new motor in 2014 and new bearings in 2016; however, the blower motor was again repaired in 2017. During the site visit, only Blower No. 2 and Blower No. 4 were in

service. Blower No. 1 has been taken offline for service since 2017 and is expected to be put back online in FY 2019. Blower No. 5 will be replaced after Blower No. 1 is put back in service. The blowers are well painted, and piping is marked.

One of the DO probes in the aeration basin was replaced in 2017. All four probes are functioning properly.

6.6.4.5 Membrane Bioreactor

The MBR system's overall condition is good, and it is well maintained. The MBR system continues to produce a high-quality effluent with minimal problems.

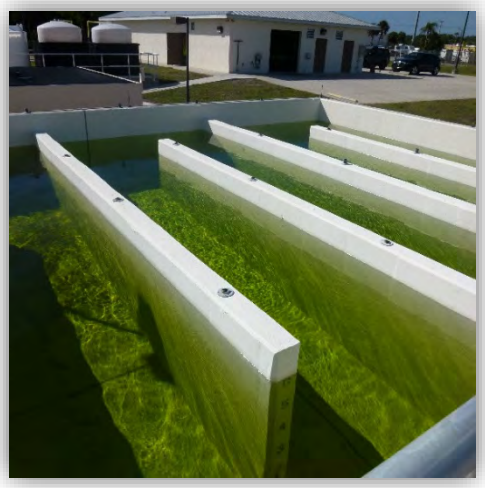
Four trains contain three cassettes each. The MBRs are cleaned once per week with a weak solution of bleach to maintain their treatment efficiency. The cassettes are cleaned in place with concentrated chlorine bleach twice a year and are removed once a year for a more in-depth cleaning.

In 2017, three mixed-liquor volatile suspended solids (MLVSS) return/recycle pump motors were replaced and are in good working order.

A turbidity sample is collected from the MBR effluent header pipe before the flow enters the CCC splitter box. All turbidity meters were replaced in 2018.

6.6.4.6 Chlorination

The overall condition of the chlorination system is good.



The two concrete CCCs are in good condition. Both CCCs are used alternately, but only one is required to meet the required contact time under current flows.

Wind from Hurricane Irma in September 2017 caused the UV filter cloth to be disconnected from the CCC. A new UV filter cloth of 90-percent UV block cover was installed in 2018 over the CCCs to conserve bleach and inhibit algae growth.

Replacement of Chlorine Storage Tank No. 3 began in 2017 and finished in 2018. Prominent feed pumps No. 1 and No. 3 were replaced in 2018. Replacement of feed pump No. 3 is scheduled in FY 2019.

The chlorine feed line from the in-plant road was replaced in 2018.

6.6.4.7 Solids Handling Facilities

The overall condition of the solids handling facilities is good.

The decant mechanism for the sludge-holding tanks was designed as telescoping valves, but the telescoping valves can only be lowered to one-half the depth of the tank. The operators have replaced the designed method of decanting by using bottom-feed submersible pumps suspended on ropes. A small winch should be added to each pump site for better control of the pump level. The Chief Operator does not see this as a high priority because decanting is done only two or three times per month.

Sludge load-out pumps were operating properly. They are scheduled for repainting in FY 2019.

6.6.4.8 Effluent Storage and Disposal

The effluent disposal system consists of 1.005 MGD AADF slow-rate public-access RCW systems at two golf courses.

The Rotonda WRF can send RCW through the West Port/Rotonda WRF interconnection to serve both facilities' RCW users. It also enables excess reclaimed-quality effluent to be sent to West Port's RCW storage ponds or deep injection well (capacity 4.75 MGD) for final disposal. The rate of water transfer to the West Port WRF is limited by the size of the transfer pipe, long distance, and concern for the condition of the old "class" pipe that is in use between

the Rotonda WRF and the Palms Golf Course delivery system. The total head pressure has been reduced by installing an RCW booster pumping station at the intersection of CR 771 and Rotonda Boulevard East in 2014. This pumping station has increased the capacity of flow from the Rotonda WRF to RCW users and the deep well at the West Port WRF.

RCW-quality effluent can also be stored in the Rotonda WRF on-site RCW storage pond and the 3.0-MG GST. The GST was drained and cleaned in 2017. RCW from the GST can be pumped to pressurized reuse customers using two HSPs and one jockey pump. The motor of one of the two HSPs is taken offline for repair. The jockey pump was replaced in 2018.

The RCW storage pond is overgrown with vegetation, reducing the capacity of the pond. The storage pond is scheduled to be dug out and cleaned, the berm reinforced, and the pond lined in 2019.

6.6.4.9 Reclaimed Water Storage and Distribution

The Rotonda, West Port, and East Port WRFs are connected to an RCW transmission system that is permitted under a Master Reuse Permit.

RCW meeting public-access water quality is currently used for irrigation at golf courses and for residential/commercial irrigation. The Rotonda WRF contains two sets of RCW pumps – a low-pressure set and a high-pressure set:

- The low-pressure pumping system is designated for distributing RCW to golf course storage ponds north of the Rotonda WRF. The low-pressure pumps are submersible pumps driven at varying speeds by VFDs. The golf course's high-pressure pumps increase pressure for irrigation system use.
- The high-pressure RCW pumps discharge directly to the Cape Haze Golf Course irrigation system. The motor of pump No. 2 was replaced in 2018. This high-pressure system uses an old dual-pipe force main that serves the Cape Haze Golf Course. The thin-walled PVC pipe is subject to breaks due to its age, and a replacement pipeline is being installed.

Since the Phase 1 plant expansion was completed in 2009, the old percolation pond has been abandoned. The existing slow-rate public-access RCW system (R-002) remains in service and uses an existing 12-inch-diameter RCW transmission main that is interconnected with the West Port WRF. However, the Rotonda WRF RCW system was connected to a master transmission system in FY 2014 that can distribute RCW in Mid/West Charlotte County.

The high-pressure pumps were last painted in 2018.

6.6.4.10 Reject Storage and Alternate Disposal

The on-site lined reject pond has a storage capacity of 5.182 MG. Water diverted to this pond does not meet RCW standards and must be retreated through the plant. A small pumping station pumps reject water back to the headworks. The pond is scheduled to be cleaned of algae in 2019.

6.6.4.11 Wet-Weather Storage

The on-site RCW pond (2.64 MG), on-site GST (3.0 MG), and off-site Palms Pond (7.44 MG) are available for wet-weather storage of RCW.

6.6.4.12 Electrical Components and Circuitry

The incoming switchgear and distribution transformer appear in good condition. The plant is served from two 810-kW generators configured to operate in parallel. Last year, the Operations staff indicated several issues occurred with the generator switchgear and their operations, but these have not been resolved. Overall, the electrical equipment located in building MCC-1 is in good functioning condition based on information from the Operations staff. This equipment is labeled with the appropriate NFPA 70E arc flash warnings. Overall, the electrical equipment located in building MCC-2 is in good functioning condition based on information from the Operations staff. This equipment is also labeled with the appropriate NFPA 70E arc flash warnings. Thermography scanning of the equipment showed no significant issues.

6.6.5 Operations

The Rotonda WRF produces public-access RCW by means of an MBR process. This process yields an extremely high-quality effluent that receives high-level chlorination before being pumped to the RCW distribution system.

Plant operators staff the Rotonda WRF 16 hours per day, 7 days per week. The WRF can be continuously monitored by the East Port WRF operators through a County-wide telemetry system that allows the Rotonda WRF to continue to produce RCW 24 hours per day. The Wonderware SCADA software was upgraded in FY 2016. Alarms are evaluated, and operators or maintenance staff can be dispatched to the Rotonda WRF address issues, if necessary. Effluent not meeting RCW standards is automatically diverted to the reject storage pond for retreatment.

6.6.6 Maintenance

Routine maintenance is performed on a scheduled basis. Rehabilitation of major pieces of equipment is completed in accordance with the CIPs that are revised annually. Maintenance that is required to keep the WRF in compliance with regulations is performed immediately using in-house maintenance personnel or outside contractors.

6.6.7 Review of Previous Annual Report Recommendations

Table 6-18 Rotonda WRF 2017 Recommendations and Status

Recommendation:	Continue to maintain and operate rotary fine screens at slower rotation, which is extending the life of the rollers. Monitor maintenance issues to determine if future replacement of rotary fine screens is necessary.
Progress:	*Ongoing.*

Recommendation:	Replace the main influent valves at the headworks due to corrosion.
Progress:	*Ongoing.*
Recommendation:	Replace the grit cyclones of the headworks.
Progress:	*Ongoing.*
Recommendation:	Paint tanks, buildings, and pipes in the next 2 years.
Progress:	*Ongoing.*
Recommendation:	Replace larger blowers with the correct cubic-foot-per-minute (cfm)-capacity blowers to lower oxygen levels and improve nitrogen removal.
Progress:	*Ongoing.*
Recommendation:	Add an MBR cassette to existing trains as capacity needs dictate.
Progress:	*Cassettes are being monitored to determine replacement schedule.*
Recommendation:	Add metal frame and UV shade cloth to CCC 1.
Progress:	*Ongoing.*
Recommendation:	Replace the below-ground chlorine feed line from the on-site road to the tank.
Progress:	*Complete.*
Recommendation:	Remove vegetation, clean, reinforce the berm, and evaluate lining the RCW storage pond to increase RCW storage capacity.
Progress:	*Ongoing.*
Recommendation:	Clean the reject storage pond.
Progress:	*Ongoing.*
Recommendation:	Complete installation of RCW pipe to the Cape Haze Golf Course and RCW pipe to Placida Corridor.
Progress:	*Ongoing.*
Recommendation:	Evaluate aquifer storage and recovery (ASR) for additional RCW storage.
Progress:	*Ongoing.*
Recommendation:	The generator control system and paralleling switchgear need to be thoroughly reviewed by the generator manufacturer as well as the paralleling switchgear manufacturer to determine the cause for the generator inconsistencies and failure to operate as intended.
Progress:	*Resolved.*
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, identify reserve capacities and assess potential anomalies that may affect long-term operation.
Progress:	*Not yet implemented.*

6.6.8 Summary and Recommendations

The Rotonda WRF serves the west side of the Placida Peninsula. The plant's permitted capacity is 2.0 MGD with space for expansion to increase the capacity to 3.0 MGD. The WRF consistently produces high-quality RCW due to the use of MBR units; however, the treatment process is more energy intensive than conventional secondary treatment with filtration and requires a higher level of operator attention and understanding to balance flow and load

through the MBR units. The Operations staff has done an excellent job maintaining the facility and the MBR membranes.

The Rotonda WRF is permitted to provide RCW to the Master Reuse system. The existing reuse pond is not lined, and berms are badly overgrown with vegetation. Additional reuse pond storage at the facility or an ASR well would be beneficial to minimize the need to send excess reuse water to West Port WRF for disposal in the deep injection well. The pumping rate of RCW to West Port WRF is limited to 1,100 gpm through the RCW transmission main. Cleaning of the lined reject pond is recommended. Reviewing the electrical components at this facility shows that they are in good condition.

Table 6-19 Rotonda WRF 2018 Recommendations

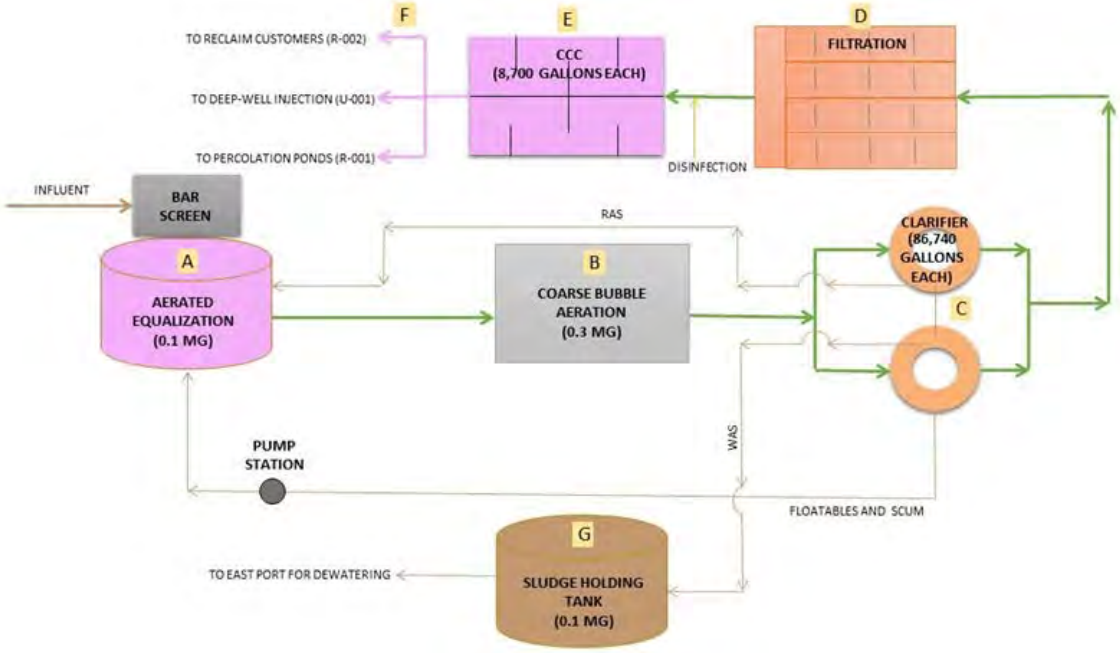
Recommendation:	Continue to maintain and operate rotary fine screens at slower rotation, which is extending the life of the rollers. Monitor maintenance issues to determine if future replacement of rotary fine screens is necessary.
Recommendation:	Complete the replacement of the two main influent valves at the headworks due to corrosion.
Recommendation:	Replace the grit cyclones of the headworks.
Recommendation:	Paint tanks, buildings, and pipes in the next 2 years.
Recommendation:	Complete the repairs of Blower No. 1 and put it back in service.
Recommendation:	Replace Blower No. 5 with the correct cfm-capacity blower to lower oxygen levels and improve nitrogen removal.
Recommendation:	Add an MBR cassette to existing trains as capacity needs dictate.
Recommendation:	Add galvanized metal frame and UV shade cloth to CCC 1.
Recommendation:	Replace hypochlorite feed pump No. 3.
Recommendation:	Add a small winch to each decant pump in the sludge-holding tanks for better control of the pump level.
Recommendation:	Repaint sludge load-out pumps.
Recommendation:	Remove vegetation, clean, reinforce the berm, and evaluate lining the RCW storage pond to increase RCW storage capacity.
Recommendation:	Evaluate different aeration systems for the RCW storage pond.
Recommendation:	Clean the reject storage pond.
Recommendation:	Complete installation of RCW pipe to the Cape Haze Golf Course and to the Placida Corridor.
Recommendation:	Evaluate ASR for additional RCW storage.
Recommendation:	Replace motherboard and refrigerator unit in the effluent sampler.
Recommendation:	Improve the operation of the generators, primarily Generator No. 2.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, identify reserve capacities and assess potential anomalies that may affect long-term operation.

6.7 Burnt Store WRF

The Burnt Store WRF was acquired December 12, 2003, when CCU purchased Florida Water Services' Burnt Store Division. Located in southwest Charlotte County on Burnt Store Road, the WRF serves six developments: Burnt Store Marina, Burnt Store Colony, Burnt Store Village, Burnt Store Lakes, Pirate Harbor community, and Tern Bay development.

The WRF uses conventional activated sludge with effluent filtration and high-level chlorine disinfection to produce RCW. The facility's permitted capacity is 0.5 MGD AADF. Effluent can be distributed as RCW to unrestricted-public-access reuse sites, injected into a deep well injection system, and applied to a slow-rate restricted-access land application system. The deep injection well system is shared with the adjacent Burnt Store RO WTP. Figure 6-5 shows the Burnt Store WRF process flow diagram.

Figure 6-5 Burnt Store WRF Process Flow Diagram



The Burnt Store WRF process consists of the following components:

A) Headworks and EQ Tank: Raw wastewater from the South County service area collection/transmission system enters the WRF manual bar screen and flows into the EQ tank. Blowers equipped with timers and coarse-bubble diffusers aerate the wastewater and suspend solids. Internal plant flows from the on-site pump station are also pumped into the EQ tank.

   The EQ transfer pumps are equipped with VFDs that operators periodically adjust based on season and historical trends. The EQ tank is equipped with ultra-sonic level sensors that turn off the pumps based on a low level and trigger an alarm condition if the EQ tank level gets above the high-level alarm.

B) Activated Sludge Treatment: The activated sludge treatment occurs in two steel-ring package treatment units. The wastewater from the EQ tank enters the outer ring of a package-type treatment basin equipped with coarse-bubble diffusers where it is combined with RAS flow from the settlers. The mixed liquor suspended solids (MLSS) are aerated to achieve extended aeration treatment, and the air flowrate of the diffusers is adjusted to achieve nitrogen removal.

   The plant has three Gardner Denver centrifugal blowers: one dedicated to the aeration tanks, one dedicated to the sludge digestion tank, and one on stand-by. A fourth smaller blower provides air to the EQ tank.

C) Secondary Treatment – Sedimentation: The two steel circular secondary clarifiers are within the center of each package treatment unit for gravity solids separation. The clarifiers are skimmed to remove floatables and scum before clarifier effluent flows over a circumferential weir to the tertiary filters. Sludge pumps convey settled solids to the activated sludge tank (RAS) or the sludge holding tank (WAS). The RAS pumps turn on 10 minutes before and turn off 10 minutes after the EQ pumps turn on and turn off. Scum is collected in a scum trough and sent to the plant lift station where it is returned to the EQ tank.

D) Tertiary Treatment – Filtration: Clarified water from the settlers enters four disk filters, each having 5-micron filter cloths. The disk filter unit is installed in a steel filter tank that allows water to flow from outside the disk filters into a manifold system of the filter unit.

E) Tertiary Treatment – Disinfection: The filtered water can be sent to two CCCs where liquid sodium hypochlorite is introduced for disinfection. Two chemical feed pumps are controlled by a chlorine analyzer to dose sodium hypochlorite. The chlorine analyzer measures chlorine concentration at the beginning of the CCC and adjusts the chlorine feed rates. A reagent-less analyzer measures the chlorine residual at the CCC discharge weir for compliance with regulatory limits. A mixing pump is provided at the chemical feed point, and the chambers are baffled and sized to meet disinfection requirements. Sodium hypochlorite is stored in two tanks with a total capacity of 2,200 gallons.

F) Effluent Reclaimed and Disposal Facilities: RCW is conveyed through the unrestricted-public-access RCW system via an HSP station. Two Class I deep injection wells and

four percolation ponds are available for disposal of excess RCW or treated water that does not meet RCW standards.

IW-2 is currently being used as the primary means of effluent disposal, with the older well, IW-1, maintained as a backup. Effluent flow that exceeds the deep well flow setpoint is diverted to the percolation pond system by way of a splitter mechanism at the CCC. The deep injection wells are also used for disposal of concentrate from the Burnt Store WTP RO facilities. Flows from the WTP and WRF are combined in a wet well at the injection well pumping station. Two equally sized vertical turbine pumps are used to inject water into the injection well.

G) Aerobic Digestion: Three crescent-shaped sludge holding tanks are in one steel ring tank, providing a total capacity of nearly 300,000 gallons. Sludge is hauled to the East Port WRF and combined with the sludge from the other Charlotte County WRFs for digestion, dewatering, and final disposal at the compost facility at the County's Zemel Road Landfill. One blower is dedicated to the sludge holding/aerobic digestion tank.

6.7.1 Regulatory Considerations

The Burnt Store WRF operations are regulated by FDEP under the provisions of Chapter 403, Florida Statutes, and the applicable FAC rules. The following permits govern plant operations:

- Plant Operating Permit (FLA014083), Expiration Date: December 28, 2021.
  - A Capacity Analysis Report (CAR) was prepared for the Burnt Store WRF in December 2018. A yearly CAR will continue to be completed to determine the need for a schedule for expansion.
- IW-1 Permit (271367-004-UO), Expiration Date: March 2, 2019.
  - An application for renewal was submitted to FDEP in September 2018, and a draft permit was received in December 2018.
- IW-2 Permit (271367-005-UO), Expiration Date: October 17, 2021.
  - The MIT was performed on IW-2 in 2018.

6.7.2 Wastewater Flows and Loads

The Burnt Store WRF's permitted capacity is 0.500 MGD AADF. In FY 2018, the AADF was 0.308 MGD and the Burnt Store WRF is operating at 62 percent of the plant permit capacity. The maximum monthly average flow of 0.350 MGD occurred in February 2018. The highest TMADF of 0.339 MGD occurred in March 2018, which is 68 percent of the plant permit capacity, demonstrating the influence of wet weather and I/I on flows to the facility. Table 6-20 summarizes influent flows as reported on the DMRs.

Table 6-20 Burnt Store WRF Influent Flows in FY 2018

Month	Monthly Avg. (MGD)	AADF (MGD)[1]	TMADF (MGD)	Monthly Max Day (MGD)	TMADF Percent Capacity (%)
Oct-17	0.306	0.300	0.349	0.404	69.8
Nov-17	0.276	0.303	0.310	0.336	62.0
Dec-17	0.283	0.308	0.288	0..316	57.6
Jan-18	0.327	0.311	0.295	0.383	59.0
Feb-18	0.350	0.315	0.320	0.395	64.0
Mar-18	0.340	0.311	0.339	0.384	67.8
Apr-18	0.282	0.315	0.324	0.327	64.8
May-18	0.308	0.327	0.310	0.528	62.0
Jun-18	0.311	0.327	0.300	0.384	60.0
Jul-18	0.302	0.319	0.307	0.402	61.4
Aug-18	0.307	0.312	0.307	0.403	61.4
Sep-18	0.309	0.308	0.306	0.418	61.2

Note: [1] Permitted plant capacity 0.500 MGD.

For FY 2018, the average annual influent load for CBOD5 was 120.1 mg/L and for TSS was 152.5 mg/L. The maximum monthly average for CBOD5 was 198.4 mg/L and for TSS was 215.3 mg/L, both occurring in March 2018, which corresponds with seasonal residents and the dry season. Table 6-21 summarizes the wastewater characteristics of the Burnt Store WRF influent.

Table 6-21 Burnt Store WRF Influent Water Quality in FY 2018

Month	CBOD5		TSS	
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)
Oct-17	74.3	123.0	111.7	154.3
Nov-17	122.9	122.6	153.2	155.4
Dec-17	121.2	120.9	165.3	154.7
Jan-18	165.5	120.7	203.3	153.2
Feb-18	187.8	121.5	215.3	154.5
Mar-18	198.4	121.6	215.0	153.9
Apr-18	178.3	122.3	204.3	156.0
May-18	111.3	119.5	156.0	154.2
Jun-18	79.6	118.9	115.5	152.8
Jul-18	80.7	119.9	110.0	152.9
Aug-18	63.9	120.0	103.3	153.8
Sep-18	57.8	120.1	76.9	152.5

6.7.3 WRF Treatment Objectives and Effluent Quality

The Burnt Store WRF is designed to treat wastewater to two effluent standards: one for disposal to the deep injection well and percolation pond systems (CBOD5 = 20 mg/L,

TSS = 20 mg/L), requiring basic disinfection; and the other for public-access reuse levels (CBOD5 = 20 mg/L, TSS = 5 mg/L), requiring high-level disinfection.

In FY 2018, the annual average effluent CBOD5 and TSS values were 1.4 mg/L and 0.3 mg/L, respectively. The CBOD5 maximum monthly average of 2.1 mg/L occurred several times during FY 2018. The TSS maximum monthly average of 0.9 mg/L occurred in January and February 2018. These CBOD5 and TSS concentrations are well within public-access reuse standards. Table 6-22 summarizes the water quality of the Burnt Store WRF effluent.

Table 6-22 Burnt Store WRF Effluent Water Quality in FY 2018

Month	CBOD5			TSS			Fecal Monthly Avg. (No./100 mL)
	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	Monthly Avg. (mg/L)	Annual Avg. (mg/L)	Percent Removal (%)	
Oct-17	2.0	2.1	97.3	0.1	0.3	99.9	<1
Nov-17	2.1	2.1	98.2	0.2	0.3	99.9	<1
Dec-17	2.1	2.0	98.3	0.3	0.3	99.8	<1
Jan-18	2.1	2.1	98.7	0.9	0.3	99.6	<1
Feb-18	2.1	2.1	98.9	0.9	0.4	99.6	<1
Mar-18	2.0	2.0	99.0	0.3	0.3	99.9	<1
Apr-18	2.0	2.0	98.9	0.3	0.3	99.9	<1
May-18	2.0	2.0	98.2	0.3	0.3	99.8	<1
Jun-18	2.0	2.0	97.5	0.2	0.3	99.8	<1
Jul-18	2.1	2.0	97.3	0.1	0.3	99.9	<1
Aug-18	1.0	1.4	98.4	0.2	0.3	99.8	<1
Sep-18	1.0	1.4	98.3	0.1	0.3	99.9	<1

6.7.4 Treatment Components and Condition Assessments

Jones Edmunds completed an on-site review of the plant on February 8, 2019. Our personnel met with Kevin Wagner, Shift Operator of the Burnt Store WRF, to review plant conditions and operations and discuss records. Access to the facility is through a secure gate in a fence that surrounds the water and wastewater plants. The plant site is well kept and maintained including mowing and storage of used equipment in suitable locations.

Required documents maintained on site include:

- Operating permits for the treatment facility and deep injection well.
- Operator's licenses.
- Facility logbook.
- Facility Standard and Emergency Operating Plans.
- DMRs.
- Effluent Analysis Reports.
- Annual Reuse Report.
- Pathogen Monitoring Report (Giardia and Cryptosporidium every 5 years per permit).
- Reports required to complete the last permit application.
- Certification of the EPLAB.
- Sampling Plan.

- Groundwater Monitoring Plan (contained in permit).
- Laboratory results.
- Flow meter calibrations.
- Chlorine and pH meter calibrations (one/day).
- Chain-of-custody forms for samples that are sent to laboratories.
- Monthly residual and marketing report (reported in dry tons/month).
- Facility Operations and Maintenance Manuals.
- Maintenance records (EAMS electronic data system).
- Reuse Operating Protocol.
- Facility Record Drawings.
- Daily temperature logs.
- Spill protocol and record of spills.

6.7.4.1 WRF Influent

The influent sample point is clearly marked, and the refrigerated influent composite sampler is in good operating condition. All sample points are at permit-required locations. All piping is painted and clearly marked.

6.7.4.2 Headworks

The headworks overall condition is fair. It consists of one manually cleaned bar rack. Issues with the headworks include insufficient treatment, lack of floatables removal, and no grit removal facilities.

The headworks does not include grit removal and the influent manual screening system cannot prevent moderate-size debris from entering the facility's EQ tank, pumping systems, and process tanks.

Currently, the only way to remove floatables that pass through the manual bar screen is by using a bucket to remove them from the EQ tank.

A mechanical fine screen and scum/floatables removal and grit removal systems are highly recommended. This issue is expected to be resolved as part of a future facility upgrade.

6.7.4.3 Flow Equalization

The Aquastore EQ tank is in good condition. Accumulation of grit (due to lack of headworks grit removal) in the EQ tank reduces treatment capacity. The grit in the EQ tank was removed by US Submergent Technologies in 2017.

The EQ tank has signs of rust around the upper steel rim. Removing rust and painting rusted areas was not done in 2018 as scheduled and is rescheduled for 2019. Internal piping is in poor condition with leaks at flanged fittings. The leaks do not pose an environmental hazard because they are inside the tank. The piping should be replaced as part of a plant upgrade.

A leak in the aeration header of the EQ tank blower was repaired in 2017. One of the drop diffusers inside the EQ tank is damaged.

The EQ tank can transfer flow to the treatment process train by gravity (gravity mode) and/or pumped using the EQ transfer pump station. The gravity mode allows diurnal loads to be equalized using the entire tank volume. The gravity mode uses a splitter box with gravity flow piping to split flow between the two activated sludge treatment basins. However, the capacity of the gravity piping is too small to pass the maximum daily flows. As such, Operations staff pump the raw wastewater from the EQ tank to the two aeration basins.

The lack of fine screening and grit removal creates operational and mechanical problems for the EQ tank and pumps. Staff clears the EQ transfer pumps and pipe lines of debris monthly to remove clogs in the system. To help make this cleaning process safer, a permanent pump motor hoist system is installed over the EQ pumps to allow access to the pump volute.

Future plant upgrades should simplify the operation of the EQ tank to allow modes for flow and/or plant load equalization and to provide proper headworks treatment to reduce grit and screenings accumulation and wear in EQ tank and pumps.

6.7.4.4 Activated Sludge Facilities

The activated sludge facilities are steel-ring package plants consisting of two aeration tanks and two secondary clarifiers. The overall condition is good.

At the time of the site visit, the aeration basins appeared to have adequate air distribution throughout the tank. The tanks have minimum free-board (<1 foot), creating concerns of

overflowing during high-flow conditions or if a downstream flow obstruction occurs. Rust was removed from the metal tanks and the tanks were painted in 2018.

All blowers and motors were rebuilt in 2017. The operation of the blowers is based on timers. There are no DO sensors to adjust blower operation.

6.7.4.5 Sedimentation

The overall condition of the two clarifiers is good.

Clarifiers are in good working order and are cleaned of excessive algae growth on the weirs with a hose daily and brushed weekly.

The two RAS/WAS pumps are in good condition and operating properly. A control valve is used to control RAS and WAS flows.

6.7.4.6 Filtration

Effluent filtration system is a cloth media disk filter housed in a painted carbon steel tank. The overall condition of the filtration system is good.

Two additional 5-micron cloth discs were installed in the two spare slots in 2017. The operator indicated that the filter is producing a good quality effluent; however, it backwashes frequently during periods of high flow. This may be because the backwash pumps are set for 10-micron cloth, but the filter has 5-micron cloth.

6.7.4.7 Chlorination

The overall condition of the chlorination system is good. CCC No. 2 is not in service since it does not provide sufficient contact time due to the chlorine injection location.

The chemical-dosing pump bases are beginning to show rust and should be painted with chlorine-resistant paint.

The concrete CCCs are in good condition. A UV cover has been installed over the CCC No. 1. Where liquid chlorine is added to the flow stream, a mixing pump is used to provide a more consistent chlorine reading for dosing

control. A sampling pump pumps the effluent sample to the chlorine compliance analyzer for compliance monitoring. This replaced an old gravity feed system and improved reliability.

The two sodium hypochlorite tanks are well kept and meeting regulatory requirements. An emergency eyewash and shower are at the sodium hypochlorite storage tank and chemical feed pump area. A concrete containment wall has been constructed around the entire chlorine storage and pumping area.

6.7.4.8 Solids Handling Facilities

The overall condition of the solids handling facilities is good. Two tanks are aerated to provide partial sludge stabilization and the third tank is normally used for thickening and decanting. Hook-up connections are provided for trucks to transport thickened sludge to East Port WRF for further processing. A bottom feed submersible pump suspended on a winch is used to decant supernatant back to the front end of the facility for treatment.

The top ring of the sludge holding tank has minor rust.

6.7.4.9 Effluent Storage and Disposal

The overall condition of the effluent disposal system is good.

Effluent HSPs and jockey pumps are well maintained and show no signs of deterioration. No means of measuring the RCW leaving the site is provided.

No on-site RCW storage is available. Future large users must be serviced through direct distribution to the user's RCW holding facility.

In 2017, the wastewater operation room SCADA system was connected to the deep injection well to monitor flows.

The deep injection wells and percolation ponds are well maintained and in good working order.

Effluent flows by gravity from the plant discharge to the deep well pumping station and percolation ponds. The flow to the deep well pumping station wet well is through a 6-inch-diameter pipe, which is insufficient to move peak flows. Flow that does not reach the

deep well overflows to the percolation ponds. This situation impacts the plant's ability to handle peak flows and makes it impossible to use the full capacity of the deep wells. The ability to transfer higher flows by gravity or pumping should be investigated as part of the plant upgrade design.

A smaller pump was installed to replace an existing pump in the deep well pumping station to match the current flows that flow by gravity to the wet well. The deep well pumps were repainted in 2017. One of the injection well pumps was replaced in 2018.

Injection well IW-1 has a rated capacity of 0.564 MGD. Injection well IW-2 is designed for an ultimate capacity of 9.5 MGD. However, due to supply limitations associated with available test water, IW-2 was tested at a flow rate of 2.88 MGD. Thus, the initial capacity rating for IW-2 is 2.88 MGD. Operating personnel exercise IW-1 once per month for a minimum 24-hour period to ensure its integrity.

Four shallow monitoring wells around the IW-1 deep injection well were installed as part of the injection well construction. These wells should not be plugged because they may be needed if any rehabilitation work is performed on IW-1 or IW-2.

The percolation ponds are used to their maximum permitted capacity to encourage shallow groundwater recharge. The percolation ponds are alternately rested and allowed to dry. The pond bottoms are harrowed to enhance percolation. The interior of the ponds above the water line are mowed.

CCU intends to evaluate other means for transferring greater amounts of effluent flow to the deep well system as part of the plant upgrade.

6.7.4.10 Reclaimed Storage and Distribution

In FY 2018, the RCW customers within the Burnt Store WRF service area were the Burnt Store Lakes, the Burnt Store Colony mobile home park, and the Village developments, which use a small amount of RCW for drip irrigation of landscaping along the development entranceways and common areas. Although the Burnt Store WRF has the capacity to pump 1.000 MGD AADF of RCW, these three active users were permitted for only 0.0117 MGD. The addition of RCW users under a General Reuse Service Area (permit amendment March 2017) would allow the facility to provide up to 0.500 MGD of RCW. Two HSPs are mounted above a clear well following the CCCs but are not in use. Instead, one booster pump is used to satisfy the demand of the three customers.

Flow to the RCW pump station is monitored by an ultrasonic flow meter and primary weir device, which became obsolete when the WRF began transferring flow to the deep injection well system. A new flow meter will need to be installed on the RCW pump discharge line to measure RCW flow leaving the site. CCU intends to address this requirement as part of the plant upgrade.

6.7.4.11 Reject Storage and Alternate Disposal

No reject storage is provided at the Burnt Store WRF. Alternate disposal of RCW is provided via IW-1 and IW-2 (3.444-MGD deep injection maximum daily flow permitted capacity), and the four on-site percolation ponds (rated capacity of 0.250-MGD AADF). Table 6-23 lists the average flow pumped into IW-1 and IW-2. In FY 2018, an average annual flow of 4.531 MG was sent to the deep injection wells and 0.161 MG was sent to the percolation ponds.

Table 6-23 Burnt Store WRF Injection Well Flows

Month	Injection Well IW-1 (MG)	Injection Well IW-2 (MG)	Total Injection Well (MG)
Oct-17	0.000	3.937	3.937
Nov-17	0.002	2.644	2.646
Dec-17	0.000	4.879	4.879
Jan-18	0.000	4.766	4.766
Feb-18	0.001	5.051	5.052
Mar-18	0.000	4.787	4.787
Apr-18	0.000	5.702	5.702
May-18	0.000	4.929	4.929
Jun-18	0.005	4.124	4.129
Jul-18	0.027	4.171	4.198
Aug-18	0.002	4.596	4.598
Sep-18	0.002	4.752	4.754
Annual Avg.	0.003	4.528	4.531

Note: Recall the Burnt Store WRF Injection Wells also receive the concentrate flows from the Burnt Store RO WTP.

6.7.4.12 Wet Weather Storage

Other than the limited storage capabilities of the on-site percolation ponds, no wet-weather storage is necessary for the Burnt Store WRF.

6.7.4.13 Electrical Components and Circuitry

The incoming switchgear and distribution transformer appear in fair-to-good condition. The incoming power company service transformer exhibits an extensive amount of surface rust, which may soon be impacting the transformer function. The existing primary distribution switchboard outside the MCC room is also exhibiting signs of degradation from the weather.

The plant is served from a single generator of an undetermined size. The generator was in good condition but exhibited signs of residual diesel fuel on top of the diesel fuel tank. This may be indicative of additional issues. Overall, the electrical equipment in Building MCC-1 is in good functioning condition based on information from the Operations staff, except for the deficiencies listed below.

The following deficiencies were noted:

- The generator system appeared to have leaks at one time or has a current leak issue.
- The switchgear contains warning labels identifying parts and components as being energized. However, none of the equipment includes the appropriate arc flash labeling required by NFPA 70E.

6.7.5 Operations

The Burnt Store WRF is continuously monitored by online instrumentation through SCADA. A new operations building, which is shared with the Burnt Store RO WTP staff, was completed in FY 2009. The operations building houses the WRF operating system which is used to monitor critical operations and maintain compliance with regulatory requirements.

Plant Operations staff manages the treatment process effectively and works to address maintenance items in a timely manner. The plant produces effluent meeting the requirements for RCW and injection well disposal. The flow EQ tank helps attenuate diurnal and extreme weather flows to enable proper treatment.

The Burnt Store WRF is staffed 8 hours per day, 7 days per week. The WRF can be continuously monitored by the East Port WRF operators through a County-wide telemetry system that allows the Burnt Store WRF to continue to produce RCW 24 hours per day.

6.7.6 Maintenance

Routine maintenance is performed on a scheduled basis. Rehabilitation of major pieces of equipment is completed according to the CIPs that are revised annually. Maintenance that is required to keep the WRF in compliance with regulations is performed immediately using in-house maintenance personnel or outside contractors. The entire facility was scheduled to be repainted in FY 2018. Painting of the facility has started and will continue through FY 2019.

6.7.7 Review of Previous Report Recommendations

Table 6-24 Burnt Store WRF 2017 Recommendations and Status

Recommendation:	Install a mechanical screen (highest priority) and grit removal system (secondary priority) in a new headworks.
Progress:	*Pending plant upgrades.*
Recommendation:	Remove rust from the top rim of the EQ tank and repaint.
Progress:	*Ongoing.*
Recommendation:	Repair leaking internal piping, aeration header, and fittings in EQ basin.
Progress	*Pending plant upgrades.*
Recommendation:	Install EQ tank-level monitoring to adjust the transfer pump(s) flow rates.
Progress:	*Pending plant upgrades.*

Recommendation:	Remove rust from the outer rim of the aeration basins and repaint flaking areas at welds.
Progress:	*Ongoing.*
Recommendation:	Replace aeration tank hinged sluice gates to provide adequate prevention of flow entering the adjacent tank during maintenance.
Progress:	*Pending plant upgrades.*
Recommendation:	Scum removal from the treatment system is not being accomplished. Collected scum should be sent directly to the digester for final disposal. The accumulation of scum and floatables in the aeration tanks and clarifiers will not be eliminated until fine, mechanical screens are added to the headworks.
Progress:	*Pending plant upgrades.*
Recommendation:	Install an RCW meter on the discharge line from the RCW pumps. No means of measuring public-access RCW flow leaving the site is currently provided.
Progress:	*Pending plant upgrades or if a significant RCW customer(s) connects.*
Recommendation:	Install a pumping system that will pump effluent to the deep injection well pumping station or increase the capacity of the gravity pipe. This will maximize the capacity of the deep injection wells' system when necessary.
Progress:	*Pending plant upgrades or if a significant RCW customer(s) connects.*
Recommendation:	Install new deep well injection pumps.
Progress:	*One pump was replaced. The other pump is still in operation.*
Recommendation:	Replace the fiberglass MCC building with a concrete structure.
Progress:	*Pending plant upgrades.*
Recommendation:	Review and maintain the generator for possible fluid leaks.
Progress:	*Completed.*
Recommendation:	Secure all electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts.
Progress:	*Completed.*
Recommendation:	Investigate the anomalous excessive heat signature on the distribution breaker in Panel L1 to determine if an issue exists.
Progress:	*Completed.*
Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard.
Progress:	*Not completed.*
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, identify reserve capacities, and assess potential anomalies that may affect long-term maintenance and serviceability of the equipment.
Progress:	*Not completed.*

6.7.8 Summary and Recommendations

The Burnt Store WRF serves south Charlotte County along Burnt Store Road and 2 square miles of residential golf course/marina in Lee County. The WRF shares the site with the Burnt Store RO WTP. The WRF produces RCW that meets public-access RCW requirements.

The Burnt Store WRF has reached a percent-of-capacity use that requires a CAR every year to assess the previous year flows and their impact on the capabilities of the plant to meet its permitted effluent requirements. However, the population growth in this part of southwest Florida stopped in 2009 and has not fully recovered to date. The WRF flow remains near the same flow level as it was in 2008. FDEP is allowing a phased increase in the capacity of the Burnt Store WRF plant to meet projected needs.

Reviewing the electrical components at this facility shows that they are in good-to-fair condition. The electrical switchgear has some issues as discussed previously; overall, these are not considered severe.

Many recommendations from prior annual reports will be addressed as part of the plant upgrade and are listed above in Section 6.7.7. The following recommendations should be assessed before the plant upgrade.

Table 6-25 Burnt Store WRF 2018 Recommendations

Recommendation:	Install a mechanical screen (highest priority) and grit removal system (secondary priority) in a new headworks.
Recommendation:	Remove rust from the top rim of the EQ tank and repaint.
Recommendation:	Repair leaking internal piping, aeration header, and fittings in EQ basin.
Recommendation:	Install EQ tank-level monitoring to adjust the transfer pump(s) flow rates.
Recommendation:	Remove rust from the outer rim of the aeration basins and repaint flaking areas at welds.
Recommendation:	Replace aeration tank hinged sluice gates to provide adequate prevention of flow entering the adjacent tank during maintenance.
Recommendation:	Scum removal from the treatment system is not being accomplished. Collected scum should be sent directly to the digester for final disposal. The accumulation of scum and floatables in the aeration tanks and clarifiers will not be eliminated until fine, mechanical screens are added to the headworks.
Recommendation:	Install an RCW meter on the discharge line from the RCW pumps. No means of measuring public-access RCW flow leaving the site is currently provided.
Recommendation:	Install a pumping system that will pump effluent to the deep injection well pumping station or increase the capacity of the gravity pipe. This will maximize the capacity of the deep injection wells' system when necessary.
Recommendation:	Replace the old deep well injection pumps.
Recommendation:	Replace the fiberglass MCC building with a concrete structure.
Recommendation:	Evaluate the main breaker at the blowers to prevent tripping when three blowers are in operation.

Recommendation:	Evaluate filter back-wash pump operations, specifically during high-flow events.
Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, identify reserve capacities, and assess potential anomalies that may affect long-term maintenance and serviceability of the equipment.

6.8 Leachate Treatment Facility

The LTF is operated and maintained by CCU for the Charlotte County Municipal Solid Waste Management Department. Leachate generated by the Zemel Road Municipal Solid Waste Landfill is treated at the LTF and disposed of on site. The treatment facility and landfill share a 308-acre parcel in South County at 29751 Zemel Road, Punta Gorda, FL 33955.

The landfill is designed to contain and collect leachate to protect surrounding groundwater and lakes. Leachate is generated as water seeps down through the solid waste, picking up dissolved and suspended solids. A vertical bentonite (clay soil) slurry wall that blends below ground with the natural confining layer of soil surrounding the landfill separates the interior landfill leachate from the natural environment. A leachate collection system installed under the waste drains the liquid to a central location where it is pumped to the treatment facility.

6.8.1 Regulatory Considerations

The LTF's construction permit was issued in 1991 as part of the Class I landfill to treat 0.25 MGD of leachate. In FY 2018, the monthly average daily flows ranged from 0.0527 MGD to 0.0806 MGD, and the AADF was 0.063 MGD. Operation of the plant is impacted by the following permits, which have specific reporting and monitoring requirements. Regulatory items directly related to the LTF are listed below:

- Class 1 Landfill Permit Expiration Date: July 15, 2033.
- IW-I Permit (No. 191077-003-UO/1I) Expiration Date: August 13, 2018 (Permit renewal by Charlotte County Public Works):
  - Draft Permit and Notice of Intent received December 2018
  - Monthly Summary Reports submitted to FDEP.
  - Quarterly Specific Injectivity Tests completed and submitted to FDEP.
  - The MIT was performed in 2017, next MIT is due in 2022.

6.8.2 Leachate Treatment Overview

The LTF uses a Powdered-Activated Carbon Treatment (PACT) batch tank treatment system, which combines powdered-activated carbon (PAC) and activated sludge (aerobic bacteria) to simultaneously adsorb and metabolize the leachate contaminants to treat the leachate to an acceptable level for deep well injection disposal.

6.8.2.1 LTF Influent

Most of the LTF's influent comes from the landfill pumping station (PS-1), which has a capacity of 150 gpm. Landfill leachate combines with the plant office sanitary sewer and the landfill underdrains outside the slurry wall. The system is designed to maintain a 1-foot static head differential between the water level on the inside and outside of the landfill slurry wall that is greater than the landfill permit requires. This approach provides operational flexibility since leachate can be stored within the landfill cell in the event PS-1 is temporarily out of service.

Leachate from PS-1 combines with runoff from the co-composting program at the County's Zemel Road Landfill. The composting program combines dewatered biosolids from the East Port WRF with yard waste to create an organic soil conditioner. The composting operation is on a concrete paved area near the LTF, and FDEP requires the runoff be captured and treated at the LTF.

PS-1 pumps leachate into the influent holding tank and records daily volume with the leachate influent plant flow meter. The plant pumping station (PS-2) transfers leachate from the influent holding tank to the batch treatment tank units Monday through Friday when operators are present. On weekends, the Chief Operator monitors PS-1 and the level in the influent tank via SCADA.

6.8.2.2 PACT Biological/Carbon Adsorption Treatment

The PACT system consists of three separate tanks using aerated activated sludge with carbon particle adsorption. Each PACT tank is a small package plant with a separate aeration system and pumps.

The carbon slurry used in the PACT process is made by combining bagged PAC with water. The carbon slurry is combined with the raw leachate and aerated. Aeration is periodically shut off to permit settling of the sludge. After settling is completed, the decant water is pumped to a decant storage tank, filtered for final polishing, and stored in a glass-lined steel tank. The PACT tanks are then refilled with raw leachate, which is combined with the MLSS, additional PAC is added (if necessary), and the aeration blower is restarted to begin the process again.

6.8.2.3 Solids Disposal

Weekly, after decanting the treated leachate, the remaining solids (mixed carbon/biological sludge) from the PACT tanks are transferred directly to outdoor sludge-drying beds for dewatering. A Bobcat loader is used for sludge removal for maximum maneuverability within the sludge drying beds. Grit is removed from the batch process tanks, as necessary, and dried with biosolids. The Bobcat removes and dumps dried solids into a dumpster that is hauled to the landfill for final disposal.

6.8.2.4 Effluent Disposal

Effluent is disposed of the same day it is treated. Most of the effluent is pumped into the deep injection well, with a small volume used for dust control at the landfill.

Unchlorinated effluent is pumped down the deep injection well to an approximate depth of 2,700 feet below ground surface into a confined saltwater aquifer. The deep injection well typically operates 6 days per week, but operation can be adjusted accordingly to leachate production and effluent disposal requirements. Plant effluent can be stored and equalized in the Aquastore effluent storage tank to ensure the injection well down-hole velocity does not exceed 320 gpm.

A new program to operate the Zemel Road Landfill as a Landfill Bioreactor and recycle leachate to enhance landfill biogas production at the landfill has changed influent leachate flows and characteristics. However, the effluent leachate still meets or exceeds the final effluent standards required for disposal to the 0.460-MGD deep injection well system adjacent to the treatment plant. Table 6-26 summarizes the flows sent from the LTF to the deep injection well.

Table 6-26 Leachate Treatment Facility Deep Injection Well Flows – FY 2018

Month	To Deep Injection Well Monthly Avg. (MGD)	Injection Rate Monthly Average (gpm)	Wellhead Pressure (psi)
Oct-17	0.0527	253	16
Nov-17	0.0528	253	16
Dec-17	0.0608	240	16
Jan-18	0.0659	246	15
Feb-18	0.0585	250	16
Mar-18	0.0549	248	16
Apr-18	0.0550	249	16
May-18	0.0618	248	17
Jun-18	0.0667	248	17
Jul-18	0.0776	246	18
Aug-18	0.0806	232	18
Sep-18	0.0725	227	18

6.8.3 Treatment Components and Condition Assessments

Jones Edmunds conducted a site visit at the LTF on February 12, 2019, and met with Kirk Kettler, Chief Operator, to review plant conditions, operations, and records. Access to the facility is through a secure gate at the entrance to the landfill. The plant is isolated among landfill operation buildings and adjacent to the yard waste composting facility. The facility appears in good condition, and staff does a good job maintaining the grounds and the facility appearance.

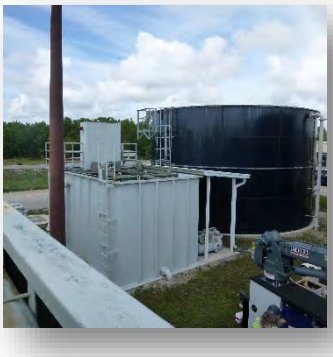
The facility is required to maintain plant documents on site. The following summarizes the types of documents generally found at treatment plants. Due to the nature of this facility and since it is permitted under the landfill permit, some traditional documents may not be required for the LTF.

- Operating permits for the treatment facility and deep injection wells.
- Operator's licenses.
- Facility logbook.
- Facility Standard and Emergency Operating Plans.
- DMRs.
- Effluent Analysis Reports (N/A).
- Reports required to complete the last permit application.
- Certification of the laboratory used for sample analysis.
- Sampling Plan.
- Groundwater Monitoring Plan (N/A).
- Laboratory results.
- Chain-of-custody forms for samples that are sent to laboratories.
- Facility Operations and Maintenance Manuals.
- Maintenance records (EAMS electronic data system).
- Facility Record Drawings.

- Spill protocol and record of spills are kept by the owner of the plant, Charlotte County Public Works Department, and kept on file at the LTF office.

6.8.3.1 PACT Biological/Carbon Adsorption Batch Treatment Operation

The overall condition of the three PACT treatment units is good, and the facility is operating without any treatment or capacity issues. The tanks' exteriors were partially painted in 2017. The tanks' interiors are scheduled to be painted in 2018; before painting, the surfaces should be pressure washed and rust and lost paint removed and primed.



6.8.3.2 Filtration

The sand media filter is in good condition. No back-up is provided for this critical piece of treatment equipment, which makes maintenance and repair work more difficult to coordinate. The installation of a second filter or provisions to provide temporary filtration connection should be investigated as needed based on plant operating conditions.

6.8.3.3 Solids Handling Facilities

The sludge-drying beds are well maintained and sufficient drying bed area for dewatering of solids.

6.8.3.4 Effluent Storage and Disposal

The effluent disposal system is in good condition, well maintained, and meets the facility needs.

LTF effluent is injected into the injection well by two dry-pit submersible pumps. The existing 12-HP pumps were installed by CCU personnel in 2015. The pumps are operating satisfactorily and not overheating on hot summer days.

6.8.3.5 Auxiliary Power

The LTF has no auxiliary standby power, and according to discussions with staff, power outages occur frequently. During off hours, the power supply is monitored through the high-level alarm at PS-1, which annunciates at the East Port WRF.

Power outages that stop the aeration process for more than a day severely impact the microorganisms and process treatment, resulting in the need for seed sludge to restart the biological process again.

6.8.3.6 Reject Storage and Alternate Disposal

All LTF effluent is disposed of into the deep injection well; no alternative disposal option is required.

6.8.3.7 Wet-Weather Storage

October to May of FY 2017 was dry with less than 15 inches of rain out of an annual average total of 67 inches County-wide. The single largest storm event was Hurricane Irma, which made landfall on September 10, 2017, and deposited approximately 8 inches of rain in the Charlotte County area. Even with the heavy rains and storm conditions, the LTF was able to sufficiently process the leachate using the storage within the landfill and influent EQ tank.

6.8.4 OPERATIONS

The LTF is operated as a batch sequence reactor currently treating leachate 5 days per week, Monday through Friday, during working hours and is manually controlled by staff. During wet-weather periods or following a maintenance or repair event, the Chief Operator may operate on weekends, as determined necessary to process the leachate volume. The overall system, from PS-1 to the injection well, has several capacity differences. If operated continuously, PS-1 has a pumping capacity of 0.22 MGD, the PACT process has a 0.250-MGD capacity, and the injection well has a 0.46-MGD capacity. In the event of excess flows, the operational treatment period could be extended to increase the volume treated per day. Alternately, the sludge digestion tank could be converted to a fourth PACT unit.

6.8.5 MAINTENANCE

The Chief Operator and Assistant Operator complete routine maintenance on a scheduled basis. Emergency maintenance and/or and routine maintenance and repairs are performed using in-house Operations personnel or outside contractors to maintain regulatory compliance. A dedicated maintenance worker for the facility or scheduled maintenance worker at the facility during a specific number of days per week will mitigate issues with Operators having to focus on maintenance issues and perform the work. Rehabilitation or replacement of major pieces of equipment is included in the annual CIP updates.

6.8.6 REVIEW OF PREVIOUS ANNUAL REPORT RECOMMENDATIONS

Table 6-27 Leachate Treatment Facility 2017 Recommendations and Status

Recommendation:	Rehabilitate existing sand filter and consider installing a second sand filter in the next few years. Rehabilitation work should include emptying, sandblasting the interior, recoating with polyurea, and replacing screens and sand.
Progress:	*Cleaned the sand filter tank in FY 2017 and worked with the Solid Waste Operations Manager on planning the rehabilitation work. The rehabilitation work is included in the FY 2018 CIP.*
Recommendation:	Complete the Sand Filter Case Study with Siemens to determine the best approach to rehabilitate the existing sand filter and consider installing a second sand filter in the next few years. Rehabilitation work should include emptying, sandblasting the interior, recoating with polyurea, replacing screens, and replacing sand.
Progress:	*Completed but without second filter installation.*

Recommendation:	Continue painting the interior and exterior of the PACT tanks on a regular schedule.
Progress:	*Currently performing rust treatment in the tanks.*
Recommendation:	Evaluate adding one additional maintenance staff member to meet increasing demands and minimize overtime.
Progress:	*Not accomplished but feasibility ongoing.*
Recommendation:	Add a generator to the treatment facility to keep the plant operational during power outages.
Progress:	*Not accomplished.*

6.8.7 Summary and Recommendations

The LTF treats the Zemel Road Landfill leachate and associated side streams to a level suitable for deep well injection. The treatment process runs as a batch reactor with three parallel treatment units complete with aeration and liquid decanting capabilities. PAC is added to the biological sludge aeration tanks to achieve discharge permit limits for deep well injection. The biological waste and spent carbon solids are dried on sludge-drying beds and landfilled.

The LTF operational staff maintains the facility in good condition and schedule repair or replacements of existing equipment in a timely manner. The plant is owned by the Charlotte County Public Works Department and operated by CCU personnel. Capital improvements and maintenance are coordinated with Public Works and completed at their discretion. The following summarizes the recommendations.

Table 6-28 Leachate Treatment Facility 2018 Recommendations

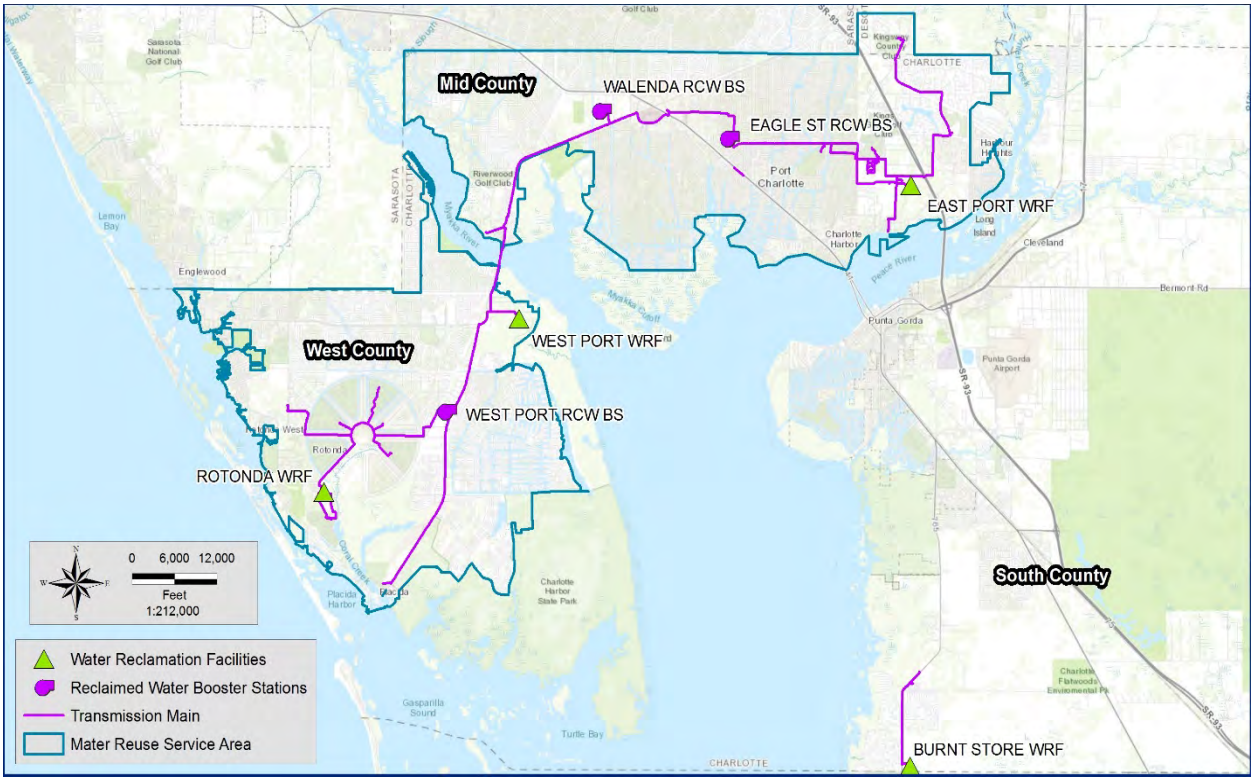
Recommendation:	Evaluate adding one additional maintenance staff member to meet increasing demands and minimize overtime.
Recommendation:	Add a generator to the treatment facility to keep the plant operational during power outages.
Recommendation:	Evaluate the installation of a sensor lift.

7 RECLAIMED WATER DISTRIBUTION SYSTEM

This Chapter presents the CCU RCW distribution system components and condition assessments of those system components. As discussed in Chapter 6, each of the CCU WRFs produces public-access-quality RCW. CCU's goal is to maximize the beneficial use of RCW and reduce the impact on other water resources. Currently, all RCW customers use the RCW for irrigation purposes.

In 2008, CCU worked with SWFWMD on a cooperatively funded project to develop an RCW distribution system in Mid County. To maximize RCW use and share this resource, CCU worked with FDEP in 2014 to establish and permit a Master Reuse System for the East Port, West Port, and Rotonda WRFs once the Mid and West County systems were interconnected earlier that year. In South County, a developer constructed a 3-mile RCW transmission main from the Burnt Store WRF to a golf course. Figure 7-1 shows the County-wide RCW system.

Figure 7-1 CCU RCW Distribution System



7.1 MID / WEST COUNTY SYSTEM

The Mid/West County System, also referred to as the Master Reuse System, receives RCW from three WRFs. The development of a Master Reuse System arose from an excess of RCW at the East Port WRF and high demands for irrigation water in the west portion of the County.

Before the interconnection, each WRF supplied water to separate RCW distribution systems and the existing or potential customers were assigned to the individual WRFs' FDEP operating permits. The existing Master Reuse System in Mid/West County has a permitted capacity of 9.2 MGD AADF based on flows from East Port WRF, West Port WRF, and Rotonda WRF (R-001). Customers used an average of 2.9 MGD of RCW in FY 2018. Future RCW sites in Mid

and West Charlotte County are projected to increase demand by 3.0 MGD as identified in the Master Reuse Permit application. Additionally, the restricted public access on the East Port WRF site's slow-rate irrigation system (R-002) provides up to 2.6 MGD of RCW disposal over approximately 187 acres. On-site irrigation in FY 2018 averaged 0.042 MGD.

In 2005, CCU began designing a customer-based RCW transmission system rather than WRF service-area based. Preliminary design began with preparing a computerized hydraulic model. The goal of the modeling effort was to identify the infrastructure needed to connect the three WRFs in Mid and West County into one RCW transmission system and to serve as many RCW customers as economically possible.

Phase 1 system improvements used the hydraulic modeling to identify the need for two strategically placed 0.5-MG RCW storage tanks with booster stations. The storage tanks provide local storage and increase the total RCW storage within the system. Phase 1 construction of 14 miles of 16-inch- and 12-inch-diameter transmission main was completed in 2009. The two booster stations, Eagle Street and Walenda, were completed at the same time. The expansion allowed a large golf course community and a major league baseball training complex to connect as well as numerous municipal and commercial properties along the transmission route.

Phase 2 system improvements used the hydraulic modeling to evaluate expansions into West County. The complete system model identified the need for increased storage at the West Port WRF and the existing RCW ponds were expanded to 20 MG. CCU also undertook the development of a third booster pump station in West County to maximize delivery of RCW to West County. The Rotonda East RCW Booster Station was funded through the County and SWFWMD. By early 2014, the transmission systems for all three WRFs were linked, allowing the West Port WRF storage ponds to be filled with RCW from the East Port, West Port, and the Rotonda WRFs.

Phase 3 system improvements included a 16-inch transmission main on CR 771 installed in 2016. Other Phase 3 improvements include the addition of 95 MG of storage at the East Port WRF, which is in construction. Phases 3A through 3C include connecting additional RCW users to the Master Reuse System as presented in Table 7-1.

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Table 7-1 Master Reuse System Expansion

Phase	User Name	User Type	Acreage	Reuse Application Rate (MGD)
3A	Deep Creek Golf Course	Golf Course	88	0.343
	Duffys Golf Course	Golf Course	75	0.291
	Kings Gate Golf Course	Golf Course	255	0.396
	Pine Valley Golf Course	Golf Course	60	0.093
	Pinemoor East Golf Course	Golf Course	140	0.217
	Pinemoor West Golf Course	Golf Course	120	0.186
	Rotonda Hills Golf Course	Golf Course	140	0.217
	Charlotte County Admin. Building	Residential/Commercial	22	0.013
	Franz Ross Park	Residential/Commercial	27	0.042
	McGuire Park	Residential/Commercial	5	0.008
	North Charlotte Regional Park	Residential/Commercial	82	0.127
	Port Charlotte High School	Residential/Commercial	38	0.022
	US 41 Beautification	Commercial	19	0.080
3B	Lemon Bay Golf Club	Golf Course	57	0.221
	Eagle Preserve Estates	Residential/Commercial	38	0.060
	776 Commercial Area 1	Residential/Commercial	47	0.027
	776 Commercial Area 2	Residential/Commercial	152	0.088
	776 Commercial Area 3	Residential/Commercial	23	0.013
	776 Commercial Area 4	Residential/Commercial	49	0.029
	776 Commercial Area 5	Residential/Commercial	44	0.026
	Maracalbo Park	Residential/Commercial	11	0.017
	Harold Ave Park	Residential/Commercial	41	0.064
	Parkside CRA	Residential/Commercial	252	0.147
	Sunrise Park	Residential/Commercial	41	0.064
	Springlake Park	Residential/Commercial	6	0.023
	Cattle Dock Point Rd, North Side	Residential/Commercial	88	0.051
	Cattle Dock Point Rd, South Side	Residential/Commercial	144	0.084
	Cape Haze Subdivision	Residential/Commercial	226	0.351
	Placida Harbour Condos	Residential/Commercial	19	0.029
	Portofino	Residential/Commercial	18	0.028
	Palm Point	Residential/Commercial	18	0.028
	Thunderation	Residential/Commercial	8	0.012

Phase	User Name	User Type	Acreage	Reuse Application Rate (MGD)
3C	771 Commercial Area	Residential/Commercial	43	0.025
	771 Commercial Area 2	Residential/Commercial	24	0.014
	771 Commercial Area 3	Residential/Commercial	7	0.004
	771 Commercial Area 4	Residential/Commercial	29	0.017
	771 Commercial Area 5	Residential/Commercial	16	0.009
	Landings at Coral Creek	Residential/Commercial	21	0.033
	Kiwanis Park	Residential/Commercial	31	0.048
	Murdock Village	Residential/Commercial	1,200	1.851
Future Hwy 41 Corridor	Charlotte County School Board	Residential/Commercial	16	0.032
	Charlotte County Parks & Recreation	Residential/Commercial	3	0.006
	Eagle F-1 SPE LLC	Residential/Commercial	79	0.122
	Point @ Port Charlotte LLC	Residential/Commercial	12	0.024
	Charlotte County Parks & Recreation	Residential/Commercial	3	0.005
	Charlotte County Parks & Recreation	Residential/Commercial	7	0.014
	Suncoast Baptist Church of P.C.	Residential/Commercial	7	0.014
	Suncoast Baptist Church of P.C.	Residential/Commercial	6	0.012
	Palm Tabernacle Church	Residential/Commercial	10	0.019
	M&I Regional Properties LLC	Residential/Commercial	7	0.014
	Charlotte County School Board	Residential/Commercial	18	0.034
	Birchenough, Nelson & Rita	Residential/Commercial	6	0.011
	FDOT Medians (30-foot)	Residential/Commercial	10	0.029

7.1.1 RCW Booster Stations

The Master Reuse System contains three RCW booster stations in the distribution system and is fed by three WRFs. The booster station components and condition assessments are discussed in this section. Jones Edmunds staff visited the RCW booster stations on February 12, 2019.

7.1.1.1 Eagle Street RCW Booster Station

The Eagle Street RCW Booster Station, constructed in 2008, is approximately 5 miles west of the East Port WRF along the 16-inch RCW transmission main. The station is in a residential neighborhood near Tamiami Trail. Effective March 1, 2019, the Walenda Booster Station now operates a pressurized portion of the RCW system along US Highway 41 between Enterprise

Boulevard and Cornelius Boulevard, allowing continuous pressurized service for reclaimed customers in this area.

The concrete GST has a capacity of 0.5 MG. The pumping station contains one 125-HP HSP and one 60-HP jockey pump. The HSP has a capacity of 1,440 gpm at 206 feet (90 psi) total dynamic head (TDH). The jockey pump capacity is 577 gpm at 206 feet (90 psi) TDH. Each pump is controlled by a VFD to maintain system pressure for instantaneous customer use. The pumps are in a concrete building with currently unused chemical feed pumps. The Programmable Logic Controller (PLC) and electrical control center are housed in a separate air-conditioned building. The buildings and the GST are in a fenced area with a locked gate. The facility can add chlorine to the RCW before storage and as it enters the distribution system. However, the chlorine chemical injection system, including pumps and bulk storage tank, are no longer needed because incoming water has sufficient chlorine.

An inline filter is downstream of the pumps. The GST is equipped with a level sensor to regulate volume and a check valve to allow RCW to bypass the booster station. Pump operations, flow, and pressure are monitored 24 hours per day through a County-wide SCADA telemetry system.

The following O&M improvements were completed over the past 4 years:

- The tank was painted in FY 2017.
- The tank was inspected in 2018. Minor screen damage was repaired.

Condition Assessment

The electrical room equipment, pump room equipment, and tank were found in good condition. The piping was painted purple and clearly marked. The outside paint on some brick surfaces of the electrical building was deteriorated. Decommissioning of the on-site chlorine injection system should be evaluated. The grounds require constant maintenance, which is provided by a private contract.

7.1.1.2 Walenda Reclaimed Water Booster Station

The Walenda RCW Booster Station is at 17177 Walenda Avenue, Port Charlotte, approximately 4.5 miles northwest of the Eagle Street RCW Booster Station. The station was constructed in 2008 and is within a proposed residential/commercial neighborhood known as Murdock Village.

The property contains RCW and potable water infrastructure including RCW and potable water GSTs. The RCW GST has a capacity of 0.5 MG. The station contains one 125-HP HSP and one 60-HP jockey pump, each equipped with VFDs. The main pump has a capacity of 1,440 gpm at 206 feet (90 psi) TDH. The jockey pump has a capacity of 577 gpm at 206 feet (90 psi) TDH. The PLC and electrical control center are housed in a separate air-conditioned building. The buildings and the GST are in a fenced area. The gate and buildings are kept locked. The facility can add chlorine to the RCW before and after the GST. However, the on-site chlorine chemical injection system, including pumps and bulk storage tank, are no longer needed because incoming and outgoing water have sufficient chlorine.

The GST is equipped with a level sensor to regulate volume and a check valve to allow RCW to bypass the system. Pump operations, flow, and pressure are monitored 24 hours per day through a SCADA telemetry system.

The following O&M improvement was completed over the past year:

- The tank was inspected in FY 2018 and minor screen damage was repaired.

Condition Assessment

The electrical room equipment, pump room equipment, and tank are in good condition. The two concrete block buildings were painted, and piping was painted purple and clearly marked. Decommissioning of the on-site chlorine injection system should be evaluated. The grounds are well maintained.

7.1.1.3 West County RCW Booster Station

The West County RCW Pump Station (also called Westport Reclaimed Pump Station or Rotonda East RCW Booster Station) is on Rotonda Boulevard East just west of CR 771. The station was completed in FY 2014 and does not contain a GST. The booster station may draw water from the 20-MG storage pond at the West Port WRF or from the Rotonda WRF RCW storage facilities. An architectural wall shields the station from the highways. The station is currently not used as part of the West County reclaimed system. Its status will be re-evaluated upon completion of the Stage 5 project.

A major upgrade to the RCW main heading east from this station was completed as part of a road-widening project in 2015/2016. The increase in pipe size resulted in lower pressures experienced by the West County RCW Booster Station.

Condition Assessment

The condition of the West County RCW Booster Station is excellent.

The following deficiencies were noted:

- The station's PLC is being evaluated as part of the RCW modeling effort to reduce the energy needed to serve RCW customers in West County, which would result in operational cost savings.
- The station's hydraulics must be evaluated to update the operating protocol and improve the usefulness of the station to operators. Adding a storage tank and SCADA improvements may be considered.

7.1.2 Storage

RCW storage is provided by two GSTs at two of the RCW booster stations and RCW storage ponds at WRFs and golf courses. A third 3.0-MGD GST is at the Rotonda WRF.

The tanks are filled by system feed and used to maintain the desired RCW system pressure during peak demand. The GSTs provide the following functions for the CCU RCW water supply system:

- Minimize high pumping pressures at the WRFs.
- Provide local storage for nightly peak irrigation demands when the flows at the WRFs are lowest.

Each GST at the RCW booster stations have a capacity of 0.5 MG, for a total capacity of 1 MG. Table 7-2 lists the GST capacity and number of pumps at each active RCW booster station. In addition, the West Port WRF contains a 20-MG open storage pond that is used to supply RCW to the Master Reuse System.

Table 7-2 Booster Station GST Capacity and Pumps

Booster Station Name	GST Capacity (MG)	Number of Pumps
Eagle Street	0.5	2 (1 main, 1 jockey)
Walenda	0.5	2 (1 main, 1 jockey)
Total	1	4

RCW storage ponds are filled from system pressure. Currently, Operations staff at the East Port WRF monitors RCW levels in the ponds through SCADA.

Condition Assessment

The unlined storage pond at the Rotonda WRF has a 2.4-MG capacity. However, the pond lost approximately 50 percent of its capacity due to high percolation because the pond is unlined. The Rotonda WRF Chief Operator expressed concerns about the condition of part of the berm around one of the pond walls. This portion of the berm is weakened, and steps are being taken to evaluate and strengthen it. The other RCW storage ponds and GSTs were found to be in good condition.

7.1.3 Operations

Excess RCW from the East Port WRF fills the Eagle Street GST based on the water level. RCW can bypass the Eagle Street Booster Station and continue directly to customers in West County when system demands are lower. The RCW continues through the 12-inch transmission main to the Walenda Booster Station where it can be stored in the GST or bypass the station and continue west across the Myakka River to west Charlotte County for storage in the West Port WRF 20-MG pond.

The network of RCW booster stations minimizes high pumping pressures at the Eagle Street Booster Station and provides local storage for peak irrigation demands at night when the flows at the East Port WRF are lowest.

As currently configured, the RCW distribution system has the following operational challenges including maintaining system pressure and control valve operations:

- Low system pressures result from multiple open-discharge users and the lack of storage at the East Port WRF. RCW at this facility is only available when flows are moving through the WRF; however, completion of the Stage 5 improvements, a 95-MG RCW storage and new HSP facilities at the East Port WRF, will resolve these challenges.
- Moving water to customers in West County from East Port WRF, which may be due to an intermediate section of transmission mains with reduced diameter (12 inches).
- The control valve that regulates flow between West Port and East Port is outside of the WRF fence and is manually operated. Opening and closing the valve requires 220 turns and hampers operational flexibility for the interconnected system.

To improve RCW distribution, the north part of the West Port WRF RCW transmission main was increased in FY 2016 during a road-widening project.

7.1.4 Irrigation and Other Reclaimed Water Applications

West County contains nine 18-hole golf courses and residential/commercial development that has marginal access to good fresh water irrigation sources. Currently, five golf courses and a few small RCW customers are receiving RCW for irrigation. Service of RCW to the remaining golf courses was limited by the amount of RCW that is produced by the two wastewater treatment plants in west Charlotte County, the Rotonda and West Port WRFs.

The ultimate capacity of the RCW system in the East Port WRF, West Port WRF, and Rotonda WRF service areas is extensive due to the number of residential developments, golf courses, and other RCW demands in the area. Table 7-3 lists the current major RCW users for FY 2018. Table 7-4 lists the potential future major users identified in the Master Reuse Permit

application. Additional future users may also be identified as the RCW distribution system matures.

Table 7-3 Master Reuse Permit Current Major RCW Users (Users with Greater than 0.100-MGD Rated Capacity) in FY 2018.

RCW Major Users	Type of User	Rated Capacity (MGD)	FY 2018 Actual (MGD)
Kingsway Country Club	Residential Development	0.388	0.155
Maple Leaf Golf Course	Golf Course	0.388	0.025
Port Charlotte Country Club	Golf Course	0.613	0.182
Cape Haze Country Club and Windward Patio Homes	Golf Course/Residential	0.333	0.510
Coral Creek Golf Course	Golf Course	0.308	0.325
Palms Golf Course	Golf Course	0.423	0.329
Riverwood CDD	Residential/ Golf Course	0.800	0.661
Suncoast Lakes	Residential Development	0.136	0.094
Charlotte Sports Park	Athletic Complex/Park	0.446	0.059
Long Marsh Golf Club	Golf Course	0.460	0.401
Deep Creek	Golf Course	0.343	0.213
	TOTALS	4.638	2.954

Table 7-4 East Port WRF Future Major RCW Users

RCW User	Area (acres)	Rate (inches/week)	Capacity (MGD)
Kings Gate Golf Courses	102	1.0	0.396
The Cove Golf Course (formerly Duffy's)	75	1.0	0.291
Rotonda Hills Golf Course	56	1.0	0.217
Pinemoor West Golf Club	48	1.0	0.186
Murdock Village	477	1.0	1.850
		TOTALS	2.940

Kingsway Country Club and Maple Leaf Golf Course have stormwater storage lake systems (D-001 and D-002, respectively) that can be used for RCW storage. These lakes intermittently overflow (STM-001 and STM-002, respectively) to stormwater ditches that ultimately drain into the Peace River.

7.2 South County System

The South County (Burnt Store) RCW distribution system is designed to provide relatively low-pressure RCW to customers that have their own storage ponds and high-pressure service pumps to pressurize water for irrigation. The two RCW pumps at the Burnt Store RO WRF are constant-speed pumps having a capacity of 900 gpm each. The wet well at the Rotonda WRF is equipped with an ultrasonic flow meter and primary weir device where the RCW cascades into the wet well. However, the meter became obsolete when the WRF began transferring flow to the deep injection well system. The RCW pumps discharge into a 3-mile-long RCW

transmission main that was originally designed to serve the Tern Bay golf course community along Burnt Store Road.

The 12-inch RCW transmission main was constructed in 2006 but the golf course community has never received RCW because the community has not developed as expected. Three smaller users have benefited from the transmission main and receive low-pressure RCW from the Burnt Store RO WRF. The users are currently responsible for boosting pressure to supply their systems with in-line pumps.

Condition Assessment

Overall, the system is in good condition.

The following deficiencies and remarks were noted:

- A new flow meter on the RCW discharge line is required to measure flow leaving the site. CCU intends to address this requirement as part of the plant upgrade.
- The Burnt Store RO WRF has no RCW storage, and the pumps are not capable of matching demand with flow. New customer development would require customer storage in the same manner as that proposed by the original golf course customer.
- CCU is exploring the possibility of serving another existing golf course with RCW within the Burnt Store RCW service area. The golf course is near the treatment plant, but the existing RCW transmission main does not serve this golf course. A new transmission main would be required to serve this golf course.
- RCW demand is expected to grow within the next 2 years proportionally to the surrounding area development. The Chief Operator mentioned a few new developments in the area such as Lamar Development and Myriad RV Park, and three golf courses that are being restored. Upgrades are expected to be required to keep pace with demand, including new transmission mains.
- Additionally, new demands for RCW are expected from existing developments due to saltwater intrusion in their wells (e.g., the Marina). Plant upgrades will be required to supply these new demands.

7.2.1 Irrigation and Other RCW Applications

In 2005, CCU negotiated with the Tern Bay Development Company to supply RCW to a proposed 27-hole golf course north of the WRF along Burnt Store Road. However, the development was affected by financial difficulty resulting from the decline in the housing market. The proposed golf course was constructed, but not maintained. CCU's agreement with the Tern Bay Golf Course initially required CCU to provide an average of 300,000 gpd. A portion of the 12-inch transmission main is now used to provide RCW to Burnt Store Lakes, Burnt Store Colony, and Burnt Store Villages. The current customers use a small amount of RCW for drip irrigation of landscaping along the development entranceways and common areas. CCU is pursuing other potential bulk RCW users, such as golf courses, that are also irrigated using stormwater storage ponds. In the interim, excess RCW is diverted to the WRF's on-site percolation ponds or a deep injection well that was constructed for that purpose. Table 7-5 lists future major RCW users within the Burnt Store RO WRF service area.

Table 7-5 Burnt Store WRF Future Major RCW Users

RCW User	Type of User	RCW Demand (MGD)
Burnt Store Marina & Golf Course	Landscape Irrigation	0.9891
Tern Bay	Landscape Irrigation	0.6982
Tuckers Grade and Interstate	Landscape Irrigation	0.1474
RV Resort at Tranquility Lake	Landscape Irrigation	0.0698
Burnt Store Lakes – Amenities	Landscape Irrigation	0.0477
	TOTAL	1.9629

7.3 Maintenance

The RCW distribution system is inspected daily to ensure that FDEP requirements are being met. Monthly inspections highlight the distribution equipment that may need repair, calibration, or replacement. An important element of the program is that RCW sites are inspected yearly for possible cross-connections. The Backflow and Reclaimed Services staff coordinate with RCW customers to keep them updated on the RCW supply, inform them of operational problems, and provide information and guidance regarding FDEP and SWFWMD rules and regulations. The workgroup is also involved in documentation, inspection, and minor repairs of the RCW distribution system.

7.4 Backflow and Cross-Connection Prevention Program

The Backflow and Cross-Connection Prevention Program uses two types of surveys to monitor customer water use and type – basic backflow equipment survey and cross-connection control survey. The basic backflow equipment survey is used to verify the site information of each water user. The cross-connection survey provides information on possible cross-connections and health hazard levels. The information in the surveys is used to inform customers with the required description of the backflow prevention. A CCU database has been created that includes information on each water user, the backflow prevention measures in place at their site, backflow testing requirements, and communication with the customer. This information

satisfies the FDEP requirements for implementation of a Backflow and Cross-Connection Prevention Program. CCU's Cross-Connection Control Manual provides the structure by which the program can be administered and a vehicle for changes as needed in the future. The program includes testing and repair of backflow devices at County-owned facilities. This part of the program will increase as the database of backflow information increases.

FY 2018 Program Statistics:

- Hydrant Meters Repairs/Tests: 8
- Cross-Connections Inspected: 4,160
- Charlotte County Backflow Tests: 240
- Potential Cross-Connections Corrected: 3

7.5 Review of Previous Annual Report Recommendations

Table 7-6 and Table 7-7 summarize the recommendations and status from the 2017 Annual Reports for the Mid/West and South County distribution systems, respectively.

Table 7-6 Mid/West County RCW Distribution System –2017 Recommendations

Recommendation:	Develop a comprehensive operating protocol for the entire RCW system to provide a reliable source of reclaim water to the CCU customer base.
Progress:	*Ongoing.*
Recommendation:	Evaluate the addition of mechanical actuator on the system control valve at the West Port WRF to increase operational flexibility in transferring RCW between plants.
Progress:	*Not accomplished, but feasibility ongoing.*
Recommendation:	Add more large users to the combined RCW system.
Progress:	*Deep Creek Golf Course was supplied 0.213 MGD in FY 2018. The number of Master Reuse Permit major RCW users increased by 9.1 percent from FY 2017 to FY 2018.*
Recommendation:	Replace the 2-inch meter on the 6-inch line near the Sports Complex.
Progress:	*Not accomplished.*

Table 7-7 South County RCW Distribution System –2017 Recommendations

Recommendation:	Study the feasibility of creating RCW storage at the Burnt Store RO WRF as the growth in the area dictates.
Progress:	*Feasibility ongoing.*
Recommendation:	Acquire one large RCW customer in the South County service area as part of the facility expansion and addition of RCW storage.
Progress:	*Not accomplished, but feasibility ongoing.*

7.6 Summary and Recommendations

Over the past decade, CCU has developed a Master Reuse System in Mid/West County to address irrigation demand and excess RCW supply at the East Port WRF. The Master Reuse System is fed by the East Port, West Port, and Rotonda WRFs. The Master Reuse System contains approximately 60 miles of transmission mains, three booster stations, two 0.5-MG GSTs, a 3 MG tank at Rotonda WRF, and 20 MG of additional storage capacity at the West

Port WRF storage ponds. CCU has a hydraulic model of the system that is used to identify infrastructure requirements when expanding the system to additional customers. The infrastructure related to the Master Reuse System is in good condition and the primary focus of CCU is to continue to expand the system to serve additional customers.

The South County RCW distribution system consists of one 3-mile-long transmission main that is currently serving three customers. The infrastructure of the system is in good condition, although some improvements are required at the WRF. CCU intends to address the required improvements as part of the WRF upgrade, which will increase the functionality of the RCW system and allow CCU to add future customers. Table 7-8 and Table 7-9 list the recommendations for the Mid/West and South distribution systems from the 2018 site visit. Table 7-10 addresses the recommendations made regarding the Backflow and Cross-Connection Prevention Program.

Table 7-8 Mid/West County RCW Distribution System – 2018 Recommendations

Recommendation:	Develop a comprehensive operating protocol for the entire RCW system to provide a reliable source of reclaim water to the CCU customer base.
Recommendation:	Evaluate the addition of mechanical actuator on the system control valve at the West Port WRF to increase operational flexibility in transferring RCW between plants.
Recommendation:	Evaluate adding another GST to provide storage in West County due to the large number of RCW bulk users.
Recommendation:	Replace the 2-inch meter on the 6-inch line near the Sports Complex.
Recommendation:	Complete connection of Lemon Bay Golf Course as RCW bulk user in West County.
Recommendation:	Evaluate adding piping connections (including controls, pumps, valves, meters, etc.) to increase the number of RCW small users in Mid County.
Recommendation:	Repair the weak berm around the pond wall at the Rotonda WRF.

Table 7-9 South County RCW Distribution System – 2018 Recommendations

Recommendation:	Study the feasibility of creating RCW storage at the Burnt Store RO WRF as the growth in the area dictates.
Recommendation:	Acquire one large RCW customer in the South County service area as part of the facility expansion and addition of RCW storage.
Recommendation:	Evaluate the treatment capacity against the future demands associated with rapid development in the area and due to saltwater intrusion in existing private wells.

Table 7-10 Backflow and Cross-Connection Prevention Program – 2018 Recommendations

Recommendation:	Evaluate the establishment of a program to track cross-connection inspections.

8 ENGINEERING

The Engineering Division is responsible for preparing and managing engineering reports, studies, and construction designs.

8.1 CAPITAL IMPROVEMENT PROGRAM

The CIP is designed to plan and construct improvements to the CCU water, wastewater, and RCW systems. As Charlotte County's population continues to grow, CCU's ability to develop plans that address the projected growth is vital. The following section summarizes CIP projects in progress or initiated in FY 2018. A project is considered major when the expenditure is over $100,000.

8.1.1 CIP PROJECTS – WATER SYSTEM

Table 8-1 lists the water system CIP projects initiated or in progress during FY 2018. The total FY 2018 budget was $1,994,000 and the total expenditure was $1,356,000. The largest expenditure was the installation of new water distribution piping.

Table 8-1 Water System CIP Projects in Progress or Initiated in FY 2018 ($ in Thousands)

Description	Funding Source[1]	Original FY 2018 Budget	2018 Expenditures	Percent of Budget Expended
Meter Fixed Base System	Oper	$144	$66	46%
New Water Distribution Ext Piping	L.E.	$250	$623	249%
Water Distribution Pipe Replacement	R & R	$500	$250	50%
Hillsborough/Chancellor Portable Wtr Mn	Conn-Wtr	$230	$ -	0%
Ingraham Potable Water	Sinking	$145	$ -	0%
Ingraham Potable Water	Conn-Wtr	$ -	$37	0%
Booster Station R&R	R & R	$500	$ -	0%
Major Water Transmission Lines	Conn-Wtr	$ -	$380	0%
Major Water Transmission Lines	R & R	$225	$ -	0%
	TOTAL	$1,994	$1,356	68%

[1] Funding sources: D.P. = Debt Proceeds; Oper = O&M Fund; L.E = Line Extension; R&R = Renewal & Replacement Fund; Sinking = Sinking Fund; Conn-Wtr = Water Connection Fee Fund.

8.1.2 CIP Projects – Wastewater System

Table 8-2 lists the wastewater system CIP projects initiated or in progress during FY 2018. The total wastewater budget allotted for FY 2018 was $22,193,000 and the total amount spent was $18,196,000.

Table 8-2 Wastewater System CIP Projects in Progress or Initiated in FY 2018 ($ in Thousands)

Description	Funding Source	Original FY 2018 Budget	2018 Expenditures	Percent of Budget Expended
East Port Expansion Water Reclaim Facility	Conn-Swr	$ -	$(112)	0%
Burnt Store - WW Treatment Plant	Sinking	$109	$ -	0%
Wastewater Force Mains	D.P.	$900	$ -	0%
Wastewater Force Mains	R & R	$400	$ -	0%
Wastewater Force Mains	Conn-Swr	$ -	$423	0%
Wastewater Lift Stations	R & R	$600	$23	4%
Spring Lake MSBU WW Expansion	Oper	$ -	$1,470	0%
Spring Lake MSBU WW Expansion	MSBU	$320	$3,685	1152%
Wastewater Collection Infrastructure	L.E.	$170	$1,143	672%
Wastewater Force Main Replacements	R & R	$300	$64	21%
Wastewater Force Main Replacements	Conn-Swr	$135	$3	2%
Master Lift Stations	R & R	$800	$ -	0%
Northshore Wastewater Expansion	MSBU	$1	$ -	0%
Burnt Store Phase 3	Sinking	$124	$ -	0%
Grand Master LS - Loveland Blvd	U.C.P.F	$ -	$6,144	0%
Grand Master LS - Loveland Blvd	Sinking	$233	$ -	0%
Veterans Force Main	D.P.	$3,400	$ -	0%
Veterans Force Main	Sinking	$145	$ -	0%
Myakka River Crossings - Gulf Cove	D.P.	$1,280	$ -	0%
Myakka River Crossings - Gulf Cove	Sinking	$109	$ -	0%
Myakka River Crossings - River to SR 776	Sinking	$43	$ -	0%

Description	Funding Source	Original FY 2018 Budget	2018 Expenditures	Percent of Budget Expended
Myakka River Crossings - River to SR776	Conn-Wtr	$ -	$112	0%
Burnt Store Phase 2	Conn-Wtr	$10	$11	110%
Burnt Store Phase 2	Conn-Swr	$9	$10	111%
Charlotte Harbor Water Quality Initiative Ph 2	BP	$ -	$297	0%
Charlotte Harbor Water Quality Initiative Ph 2	Oper	$ -	$35	0%
Charlotte Harbor Water Quality Initiative Ph 2	Conn-Swr	$3,300	$ -	0%
Charlotte Harbor Water Quality Initiative Ph 2	SUB	$4,760	$ -	0%
CCU Sewer Master Plan	Oper	$1	$31	3100%
Repair, Replace, Reline Wastewater Coll. Sys.	R & R	$350	$ -	0%
West Port Water Reclamation Facility	R & R	$ -	$6	0%
Water Transmission/Wastewater Collection Reim	Conn-Swr	$21	$ -	0%
Utility Installations for US 41 Widening	C.P.F.	$ -	$(618)	0%
Utility Installations for US 41 Widening	Oper	$ -	$12	0%
CCU Business Services Customer Software	Oper	$ -	$7	0%
Midway Phase 3	Sinking	$287	$ -	0%
Midway Phase 3	Bond	$ -	$519	0%
09-0011 - Sewer - Edgewater Phase 2	D.P.	$ -	$16	0%
Gasparilla Rd CR 771-CR 776 to Rotonda Blvd	Sinking	$286	$ -	0%
Parkside Harbor - US41 To Olean	Sinking	$57	$ -	0%
Parkside Harbor - US41 To Olean	U.C.P.F	$ -	$1,874	0%
Parkside Elkcam Blvd	Sinking	$128	$ -	%
Parkside Gertruce Ave and Aaron St Imp	D.P.	$400	$ -	0%
Parkside Gertruce Ave and Aaron St Imp	Sinking	$96	$ -	0%
Parkside Olean Blvd (US41 to Easy) Imp	U.C.P.F	$1,688	$ -	0%
Parkside Amborse Lane-West Tarpon	D.P.	$ -	$24	0%
Parkside Amborse Lane-West Tarpon	Sinking	$58	$ -	0%

Description	Funding Source	Original FY 2018 Budget	2018 Expenditures	Percent of Budget Expended
Central County Infrastructure	Conn-Swr	$ -	$1,317	0%
Central County Infrastructure	R & R	$ -	$868	0%
CHWQ - Countryman & Ackerman	Oper	$1,553	$71	5%
Mid-County 24-Inch Force Main Extension	U.C.P.F	$ -	$756	0%
Water & Sewer Waterway Crossings	R & R	$120	$5	4%
	TOTAL	$22,193	$18,196	82%

[1] Funding sources: R&R = Renewal & Replacement Fund; Conn-Wtr = Water Connection Fee Fund; BP = British Petroleum; Oper = O & M Fund; SRF = State Revolving Fund; MSBU = Municipal Service Benefit Unit; S.T. = Sales Tax; Sinking = Sinking Fund; Grant = Grant Funding; Bond = Bond Funding; Conn-Swr = Sewer Connection Fee Fund; U.C.P.F. = Utility Capital Projects Fund; DEV = Developer Proceeds.

8.1.3 CIP Projects – Reclaimed Water System

Table 8-3 lists the RCW system capital improvement projects initiated or in progress during FY 2018. The total amount budgeted for FY 2018 was $200,000 and $6,167,000 was expended.

Table 8-3 RCW System CIP Projects in Progress or Initiated in FY 2018 ($ in Thousands)

Description	Funding Source	Original FY 2018 Budget	2018 Expenditures	Percent of Budget Expended
US 41 Reclaimed Water Lines	Conn-Swr	$0	$3	0%
Reclaimed Water Service Connection	Conn-Swr	$0	$49	0%
Reclaimed Water Service Connection	DEV	$100	$0	0%
Reclaimed Water Service Connection	G.P.	$100	$0	0%
Reclaimed Water Expansion Phase 3	Conn-Swr	$0	$ 1,823	0%
Reclaimed Water Expansion Phase 3	R & R	$0	$4,292	0%
Reclaimed Water Expansion Phase 3	Grant	$0	$0	0%
	TOTAL	$200	$6,167	0%

[1] Funding sources: R&R = Renewal & Replacement Fund; Conn-Wtr = Water Connection Fee Fund; C.P.F. = Capital Projects Fund; S.T. = Sales Tax; Grant = Grant Funding; Conn-Swr = Sewer Connection Fee Fund; DEV = Developer Proceeds.

8.1.4 CIP – 5-Year Plan

CCU develops and maintains a 5-year CIP to plan for the growth in Charlotte County. Table 8-4 summarizes projects included in CCU's 5-year CIP for the water, wastewater, and RCW systems.

Table 8-4 Capital Improvement Program – 2018 and Future Water and Sewer Project Costs ($ in Thousands)

Project Names	Prior Years Actual	Actual FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Future Years	Total
Meter Fixed Base System	$9,065	$66	$0	$0	$0	$0	$0	$0	$0	$9,131
Potable Water Line Extensions	$890	$623	$500	$250	$250	$300	$300	$0	$5,700	$8,813
Water Distribution Piping Line Extension	$896	$250	$500	$500	$500	$500	$500	$0	$5,700	$9,346
Burnt Store Well Field	$246	$0	$0	$0	$0	$0	$0	$0	$845	$1,091
Hillsborough/Chancellor Portable Water Main	$358	$0	$0	$0	$0	$0	$0	$0	$2,000	$2,358
Ingraham Potable Water Booster Station	$149	$37	$0	$0	$0	$0	$0	$0	$0	$186
PG WTP-BS-WTP and Babcock Wellfield Interconnect	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2-5 Million Gallon Potable Water Storage Tanks	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Booster Station Rehab	$0	$0	$500	$300	$300	$0	$0	$0	$0	$1,100
Major Water Transmission Lines	$6,974	$380	$225	$225	$225	$250	$250	$0	$4,225	$12,754
East Port Expansion Water Reclamation Facility	$18,991	$112	$0	$0	$0	$0	$0	$0	$44,307	$63,186
Burnt Store Water Reclamation Facility	$4,264	$0	$109	$106	$0	$0	$0	$0	$69,456	$73,935
Wastewater Force Mains Expansionary	$3,655	$423	$250	$250	$250	$250	$250	$0	$4,000	$9,328

Project Names	Prior Years Actual	Actual FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Future Years	Total
Wastewater Lift Stations Replacement/ Restoration	$7,831	$23	$600	$600	$500	$430	$600	$0	$9,000	$19,584
Reclaimed Water Lines	$142	$3	$150	$150	$150	$150	$150	$0	$2,250	$3,145
Spring Lake MSBU Wastewater Expansion	$9,772	$5,155	$308	$296	$284	$271	$258	$0	$0	$16,344
Reclaimed Water Expansion Phase 2	$3,930	$0	$0	$0	$0	$0	$0	$0	$0	$3,930
Reclaimed Water Main 12 Inch East Port WRF to Harborview Rd	$0	$0	$0	$0	$0	$0	$0	$0	$222	$222
Wastewater Line Extensions	$796	$1,143	$1,000	$1,250	$1,250	$1,250	$1,250	$0	$18,750	$26,689
Wastewater Force Mains Replacement - Deep Creek	$1,960	$67	$285	$435	$435	$435	$435	$0	$6,525	$10,577
Master Lift Stations	$99	$0	$250	$250	$250	$250	$250	$0	$4,000	$5,349
Rotonda Water Reclamation Facility Phase II Expansion	$0	$0	$0	$0	$0	$0	$0	$0	$4,000	$4,000
Northshore Wastewater Exp MSBU	$506	$0	$1	$1	$1	$1	$1	$0	$0	$511
Reclaimed Connections for County Facilities	$0	$49	$100	$200	$0	$0	$0	$0	$0	$349
West Port WRF Monitoring Well Rehabilitation/ Replacement	$0	$0	$0	$50	$0	$0	$50	$0	$250	$350
Burnt Store Phase 3	$2,071	$0	$119	$114	$108	$102	$96	$0	$578	$3,188

Project Names	Prior Years Actual	Actual FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Future Years	Total
Reclaim Water Expansion Phase 3	$337	$6,115	$0	$0	$0	$0	$0	$0	$0	$6,452
Grand Master Lift Station & Gravity Interceptor - Loveland	$1,045	$6,144	$0	$0	$0	$0	$0	$0	$0	$7,189
Veterans Wastewater Force Main	$0	$0	$0	$0	$0	$0	$0	$0	$3,710	$3,710
Myakka River 24-inch Water Main	$0	$0	$1,280	$0	$0	$0	$0	$0	$0	$1,280
Myakka Potable Water Booster Station	$78	$112		$0	$0	$0	$0	$0	$0	$190
Burnt Store Phase 2	$252	$21	$55	$0	$0	$0	$0	$0	$8,000	$8,328
Charlotte Harbor Water Quality Initiative Phase 3 - Harbour Heights	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Charlotte Harbor Water Quality Initiative Phase 2 - EL Jobean	$0	$332	$0	$0	$0	$0	$0	$0	$0	$32
Charlotte County Utilities - Sewer Master Plan	$8	$31	$0	$0	$0	$500	$400	$0	$900	$1,839
Repair, Replace, Reline Wastewater Collection System	$9,574	$0	$150	$150	$150	$150	$150	$0	$2,250	$12,574

Project Names	Prior Years Actual	Actual FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Future Years	Total
West Port Water Reclamation Facility	$12,405	$6	$0	$0	$0	$0	$0	$0	$22,722	$35,133
Water Transmission/ Wastewater Collection Reimbursemen t	$210	$0	$500	$500	$500	$500	$500	$0	$7,500	$10,210
Utility Installations for US 41 Widening Project	$7,230	$606	$0	$0	$0	$0	$0	$0	$0	$6,624
CCU Business Services Customer Billing and Database	$1,147	$7	$0	$799		$800	$800	$0	$4,800	$8,353
Midway Phase 3	$4,880	$519	$0	$0	$0	$0	$0	$0	$0	$5,399
Edgewater Phase 2	$4,684	$16	$0	$0	$0	$0	$0	$0	$0	$4,700
Gasparilla Rd/CR 771- Water Main, Wastewater Force Main, Reclaimed Force Main	$8,483	$0	$0	$0	$0	$0	$0	$0	$0	$8,483
Parkside - Harbor Blvd – US 41 to Olean Improvements	$39	$1,874	$0	$0	$0	$0	$0	$0	$0	$1,913
Parkside Elkcam	$2,625	$0	$123	$118	$113	$107	$101	$0	$768	$3,982
Parkside - Gertrude and Aaron Street Improvements	$31	$0	$0	$0	$0	$0	$0	$0	$0	$31
Parkside - Olean Blvd (US 41 to Easy) Improvements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project Names	Prior Years Actual	Actual FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Future Years	Total
Parkside - Ambrose Lane-West Tarpon Improvements	$1,640	$24	$0	$0	$0	$0	$0	$0	$0	$1,664
Mid County Infrastructure	$4,582	$2,185	$0	$0	$0	$0	$0	$0	$0	$6,767
Charlotte Harbor Water Quality Initiative Phase 2 - Countryman & Ackerman	$319	$71	$0	$0	$0	$0	$0	$0	$0	$390
Charlotte Harbor Water Quality Initiative Phase 2 - US41	$0	$0	$0	$0	$0	$0	$0	$0	$939	$939
West County Utilities Staging Area	$0	$0	$0	$0	$0	$0	$0	$0	$3,019	$3,019
Mid-County 24-Inch Force Main Extension	$0	$756	$0	$0	$0	$0	$0	$0	$0	$756
Utility Equipment Replacements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Utility Improvements US 41 - SB Enterprise to Midway	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Waterway Crossings for Public Works (Water & Sewer)	$3,860	$5	$120	$120	$120	$120	$120	$0	$2,460	$6,925
TOTALS	$136,051	$25,719	$7,125	$6,664	$5,386	$6,366	$6,461	$0	$238,876	$432,648

8.2 Review of Design, Reports, and Studies

The following describes reports and studies prepared by CCU Engineering or submitted by external engineering consultants in FY 2017. Prior year reports and annual reoccurring reports are also included for reference.

8.2.1 Reports Completed in FY 2018

- BODR Myakka Potable Water Booster Station Study

  In March 2018, Stantec Consulting Engineers submitted the final report for a 24-inch transmission main coming from the Walenda Water Booster Station and storage tank, across the Myakka River, to the Rotonda Booster Station in West Charlotte County.

8.2.2 Annual Reports Completed in FY 2018

- Quarterly Operations Report

  For Water Year 2018, quarterly updates of all compliance items and upcoming regulatory requirements for all permitted facilities were submitted. The quarterly update is based on Discharge Monitoring Reports (DMRs) and flow information provided to Stantec on a monthly basis. The quarterly report also highlights upcoming permit requirements and includes a completion schedule for required permit tasks.

- Charlotte County Utilities Department 2017 Annual Report

  The FY 2017 Annual Report was prepared and submitted for public access April 2018.

- Capacity Analysis Report – Burnt Store WRF

  A capacity analysis letter report was prepared for the Burnt Store WRF and submitted to FDEP in December 2018. The report compares daily wastewater flows for the preceding year to the design capacity of the plant. It also shows the effluent quality that had been produced during the same time period.

- Annual Burnt Store Wellfield Report

  In March 2018, RMA GeoLogic submitted the Annual Burnt Store Wellfield Report. This report is a comprehensive but concise annual report on the wellfield operation and assesses the hydrological and ecological system of the wellfield site. The report summarizes water use, water levels, water quality, chloride concentration trigger levels, and an environmental evaluation for the wellfield.

8.2.3 Reports Completed in FY 2017

- Burnt Store Brackish Groundwater Wellfield Study (N605)

  In July 2017, RMA GeoLogic Consultants, Inc. submitted the final report for the Burnt Store RO Plant Wellfield, which was partially funded by SWFWMD through Cooperative Funding Initiative Agreement N605.

- Charlotte County Water Quality Assessment Phase I: Data Analysis and Recommendations for Long-Term Monitoring

A study was completed by Florida Atlantic University – Harbor Branch Oceanographic Institute in December 2016 outlining the historical and current water quality trends in Charlotte Harbor and the impacts on Charlotte Harbor due to septic effluent.

- Deep Creek Phase 2 Force Main Size and Route Report

  This report was prepared by Jones Edmunds in November 2016 to evaluate the force main size and route for a new wastewater force main between Lift Station No. 321 and Rampart Boulevard.

- Environmental Report for El Jobean

  In January 2017, Jones Edmunds submitted a revised Environmental Report covering the septic-to-sewer conversion project in El Jobean.

- Preliminary Engineering Report for El Jobean

  In March 2017, the Engineering section completed the El Jobean Preliminary Engineering Report Revised March 2017 for the wastewater expansion project.

8.2.4 Annual Reports Completed in FY 2017

- Quarterly Operations Report

  For Water Year 2017, quarterly updates of all compliance items and upcoming regulatory requirements for all permitted facilities were submitted. The quarterly update is based on Discharge Monitoring Reports (DMRs) and flow information provided to Stantec on a monthly basis. The quarterly report also highlights upcoming permit requirements and includes a completion schedule for required permit tasks.

- Charlotte County Utilities Department 2016 Annual Report

  The FY 2016 Annual Report was prepared and submitted for public access on March 30, 2017.

- Capacity Analysis Report – Burnt Store WRF

  A capacity analysis letter report was prepared for the Burnt Store WRF and submitted to FDEP in October 2016. The report compares daily wastewater flows for the preceding year to the design capacity of the plant. It also shows the effluent quality that had been produced during the same time period.

- Capacity Analysis Report – East Port WRF

  A capacity analysis letter report was prepared for the East Port WRF and submitted to FDEP in March 2017. The report compares daily wastewater flows for the preceding year to the design capacity of the plant. It also shows the effluent quality that was produced during the same time period.

- Annual Burnt Store Wellfield Report

  In March 2016, RMA GeoLogic submitted the Annual Burnt Store Wellfield Report. This report is a comprehensive but concise annual report on the wellfield operation and assesses the hydrological and ecological system of the wellfield site. The report summarizes water use, water levels, water quality, chloride concentration trigger levels, and an environmental evaluation for the wellfield.

- Facility Audit Report Update

  An audit report dated May 2016, was performed for all seven CCU facilities by Stantec. The annual facility audit update reviews the facilities' status and identifies items that may be addressed in the FDEP annual inspection.

9 CONSOLIDATED RECOMMENDATIONS

9.1 PLANNING RECOMMENDATIONS

The following tables summarize the Planning Recommendations from Chapter 2. The information is presented based on operational functions.

Table 9-1 Administration Planning Recommendations

Recommendation:	Continue CCU's vision to ensure safe, reliable utility service at fair and reasonable rates.
Recommendation:	Continue developing and updating standards for water and sewer construction to ensure the most effective use of capital improvement funds.
Recommendation:	Continue developing options for water, sewer, and RCW service in the County to meet a growing demand for municipal utility services.
Recommendation:	Continue developing the Utilities' Information System functions to update/replace software and computer equipment to increase operating efficiencies and cost savings.
Recommendation:	Continue exploring regional solutions to water and wastewater service needs for the mutual benefit of Charlotte County and adjoining counties and cities.

Table 9-2 Water System Planning Recommendations

Recommendation:	Continue to update the water system computer model and use it as a planning tool for future water system improvements.
Recommendation:	Continue the fixed-base Water Meter Replacement Program.
Recommendation:	Continue the extension of the new 24-inch transmission main from the Myakka River Bridge to the Rotonda storage tank to serve the growing demand for water in west Charlotte County.
Recommendation:	Continue to integrate acquired utilities into the overall CCU water system to maximize reliability and reduce costs to CCU customers.
Recommendation:	Explore ways to augment the demands on the PRMRWSA treatment facility through economically feasible means including new water sources.
Recommendation:	Continue to make improvements at the water storage tank/booster pumping station facilities to increase reliability and control of the pumps to improve water distribution to customers.
Recommendation:	Plan for future water demands in the South County Service Area by analyzing the water distribution system using the computer water model completed in 2004 and most recently updated in 2014.

Table 9-3 Wastewater System Planning Recommendations

Recommendation:	Evaluate improvements and capacity upgrades for the Burnt Store WRF as outlined in the latest Capacity Analysis Report (CAR) and Operating Permit.
Recommendation:	Continue the scheduled repair of sanitary lift stations that have deteriorated due to age and hydrogen sulfide presence.
Recommendation:	Use the wastewater lift station and force main computer model to assess the need for upgrades to the system based on expected demand for services.
Recommendation:	Continue to televise and smoke test gravity sewers to locate source(s) of I/I. Repair gravity sewers and manholes as required to mitigate I/I and regain sewer and WRF capacity.
Recommendation:	Continue to provide for the disposal of septage at the East Port WRF.
Recommendation:	Install odor-control systems at lift stations where hydrogen sulfide concentrations cause odors and deteriorate structures.
Recommendation:	Continue to upgrade the East Port WRF to meet growth demands and septic-to-sewer conversions.
Recommendation:	Continue construction and plan for the next phases of sewer expansion in the Port Charlotte area in accordance with the 2017 Sewer Master Plan.

Table 9-4 RCW System Planning Recommendations

Recommendation:	Continue Phase 3 of the RCW expansion project that began in FY 2016 by constructing a transmission main from the West Port WRF to the Rotonda East RCW Booster Pumping Station.
Recommendation:	Finalize construction of the East Port WRF Stage 5 RCW Improvements that includes a 95-MG RCW storage pond and providing a 9-MGD RCW pump station.
Recommendation:	Prepare a hydraulic model to predict the impact of future demand on the South County RCW transmission system.
Recommendation:	Determine the feasibility of creating RCW storage at the Burnt Store WRF.
Recommendation:	Seek ways to increase the use of public-access RCW currently produced by CCU WRFs including improving reliability and access for customers.
Recommendation:	Expand public-access RCW for the Burnt Store WRF.

9.2 Capital Improvements

9.2.1 Water Treatment Plants

The PRMRWSF is owned, operated, and maintained by the PRMRWSA, and therefore, CCU does not plan for capital improvements related to this facility. Table 9-5 summarizes CIP projects associated with the Burnt Store RO WTP.

Table 9-5 Burnt Store RO WTP – CIP Recommendations

Recommendation:	Determine the ultimate use of Well No. 15.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study will help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment.

9.2.2 Water Distribution System

Table 9-6 Mid/West County Distribution System – CIP Recommendations

Recommendations:	**Interconnects** ▪ Install a canopy over the control panel at the EWD interconnect. ▪ Complete the relocation of the North Port interconnect at Flamingo Boulevard.
Recommendations:	**WBS General** ▪ Perform a load study to identify any issues related to power quality, quantity, and capacity and to help identify deficiencies in the system, reserve capacities, and potential anomalies that may affect long-term maintenance and serviceability of the equipment. ▪ Apply appropriate arc flash labeling on appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine energy levels present. This information would appear on the appropriate arc flash labeling as required.
Recommendations:	**Port Charlotte Golf Course WBS** ▪ Evaluate the generator at the Port Charlotte Golf Course WBS to ensure that Occupational Safety and Health Administration (OSHA) compliance is maintained and accessibility of the equipment is provided.
Recommendations:	**Walenda WBS** ▪ Replace the generator at the WBS with a properly sized generator to accommodate the loads and ensure reliable operation of the station.

Recommendations:	**Gulf Cove WBS** ▪ Continue to upgrade the WBS by further progressing the replacement project for the Myakka River pipe crossing that supplies water to the station. ▪ Replace the concrete pipe connecting the GST to the pump station at the WBS. ▪ Conduct further analysis of the ATS based on the elevated temperatures of the primary and secondary conductors entering and leaving the drive to determine if this is a nominal temperature rise or if another condition exists that may be detrimental to the drive or the electrical system.
Recommendations:	**Rotonda WBS** ▪ Complete installation of the 24-inch water transmission main from Ingraham Street to the Rotonda GST. ▪ Conduct further analysis of the ATS based on the degradation of the enclosure to ensure that it is functioning properly.
Recommendation:	**Ingraham Disinfection Station** ▪ Cover the sodium hypochlorite storage tank and associated piping to prevent sun exposure and degradation.

Table 9-7 South County Distribution System – CIP Recommendations

Recommendation:	Continue replacing old "class" PVC pipe in the distribution system with new C-900 PVC pipe.
Recommendation:	Continue developing a computerized hydraulic model for the South County distribution system.

9.2.3 Wastewater Collection System

Table 9-8 Wastewater Collection System – CIP Recommendations

Recommendations:	**Lift Station No. 1 – Community Center** ▪ Provide an odor-control system. ▪ Install seal-offs on any electrical equipment within 10' of the wet well to return to conformance with code. ▪ Perform thorough rehabilitation of the lift station including repairing the building or replace the station with a modern submersible configuration with all new equipment.

Recommendations:	**Lift Station No. 7 – Pure Oil** ▪ Install an odor-control system. ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Perform thorough rehabilitation including the improvements listed above or replace the station with a modern submersible configuration and new equipment. ▪ Evaluate a dedicated access to the station.
Recommendation:	**Lift Station No. 15 – Sistina** ▪ Replace the valve vault and bring to current standards or evaluate converting the valves to aboveground. ▪ Evaluate the adjacent lot for future lift station conversion.
Recommendations:	**Lift Station No. 28 – Peachlove** ▪ Replace concrete control panel posts with County aluminum standard. ▪ Re-line the wet well or specifically address the exposed penetrations and seams. ▪ Replace the odor-control system base. ▪ Evaluate and prepare for rearrangement of the site to accommodate east access.
Recommendations:	**Lift Station No. 65 – South Port Master Lift Station** ▪ Evaluate generator control elevations to conform to code. ▪ Evaluate the use of a chopper pump or grinder station to reduce ragging.
Recommendation:	**Lift Station No. 82 – Selkirk Maple Leaf Estates** ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
Recommendations:	**Lift Station No. 123 – KHW Walmart** ▪ Evaluate the lift station site to determine the source of the settling and either repair with flowable fill or relocated the station to an adjacent site. ▪ Install a 6-inch force main to connect to the manifold 8-inch force main at King's Highway.
Recommendation:	**Lift Station No. 301 – San Marino** ▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code.
Recommendations:	**Lift Station No. 303 – Constantine** ▪ Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code. ▪ Evaluate the adjacent lot for future lift station conversion. ▪ Evaluate the installation of a secondary standby pump.

	Lift Station No. 309 – Bridgewater Master Lift Station
Recommendations:	▪ Provide a stationary generator. ▪ Evaluate pump capacities for potential upsizing. ▪ Replace concrete control panel posts with County aluminum standard.
	Lift Station No. 323 – Aysen
Recommendations:	▪ Install seal-offs and interlocks on electrical equipment and perform a detailed electrical code review to return to conformance with code. ▪ Proceed with lift station conversion.
	Lift Station No. 415 – Prada
Recommendations:	▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate upgrading the electrical including replacing the aging control panel, updating the conduit location, and generally bringing the system up to current standards.
	Lift Station No. 442 – Doredo 2
Recommendations:	▪ Evaluate an adjacent lot for future lift station conversion. ▪ Evaluate the installation of a secondary standby pump.
	Lift Station No. 800 – Holiday Lakes
Recommendations:	▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate the odor-control unit to prevent algae growth. ▪ Evaluate the possibility of an on-site generator in preparation for the projected future buildout.
	Lift Station No. 816 – Rotonda Blvd. West Master Lift Station
Recommendations:	▪ Install seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate the adjacent lot for future lift station conversion. ▪ Replace the valve vault and bring to current standards or evaluate converting the valves to aboveground.
	Lift Station No. 817 – Bunker Road
Recommendations:	▪ Install interconnect and seal-offs on any electrical equipment within 10 feet of the wet well to return to conformance with code. ▪ Evaluate the adjacent lots for future lift station conversion.
	Lift Station No. 828 – Sweetwater
Recommendations:	▪ Evaluate fencing and odor control at this site. ▪ Move the control panel and meter to the updated posts.
	Lift Station No. 845 – David
Recommendation:	▪ Replace or repair the valve vault and piping.

9.2.4 WASTEWATER TREATMENT FACILITIES

Table 9-9 CCU EPLAB – CIP Recommendations

Recommendation:	Evaluate staffing requirements and ability to provide additional sampling support to Operations staff.
Recommendation:	Recommend seeking certification for potable water Total Dissolved Solids (TDS) and Sulfate.

Table 9-10 East Port WRF – CIP Recommendations

Recommendation:	Complete construction of the Stage 5 RCW Improvements to the effluent storage ponds, HSP station, and 1,500-kW stand-by power generator.
Recommendation:	Work with the East Port WRF Expansion Design Engineer to evaluate the expansion from 6.0 MGD to 9.0 MGD or to 12.0 MGD. As part of the expansion include: ▪ Evaluate the structural integrity of the digester walkways and the digester's ability to serve as an influent EQ tank. ▪ Evaluate the new Chemical Feed and Analyzer Building for meeting high-level disinfection requirements required for producing unrestricted PAR water.
Recommendation:	Replace septage receiving pre-treatment units when repair is no longer cost effective and modify to allow septage treatment in aerated sludge holding tank and/or pump to headworks.
Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify operations and maintenance personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine the energy levels present. This information would appear on the appropriate arc flash labeling as required.
Recommendation:	Perform a load study to identify any issues related to the system power quality, quantity, and capacity. The load study would help identify deficiencies in the system such as the issues related to the faulty blowers and identify reserve capacities and potential anomalies that may affect long-term maintenance and serviceability of the equipment.

Table 9-11 West Port WRF – CIP Recommendations

Recommendation:	Provide additional aerobic sludge-holding tank volume and decanting capacity to improve decant thickening.
Recommendation:	Resolve hydraulic constraints in the irrigation wet well for the injection well pumps to allow disposal of excess RCW from West Port during wet-weather events.
Recommendation:	Evaluate adding a flow EQ tank to improve treatment plant operations.
Recommendation:	Replace the overflow weirs for all four clarifiers.
Recommendation:	Install a galvanized metal frame and UV cover above each filter tank to prevent algae growth in the filters.

Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify operations and maintenance personnel of the potential hazard. This may require creating a complete and thorough arc flash model using the existing switchgear to determine the energy levels present. This information would appear on the appropriate arc flash labeling as required.
Recommendation:	Perform a load study to identify any issues related to the system power quality, quantity, and capacity. The load study would help identify deficiencies in the system such as the issues related to the faulty blowers and identify reserve capacities and potential anomalies that may affect long-term maintenance and serviceability of the equipment.

Table 9-12 Rotonda WRF – CIP Recommendations

Recommendation:	Replace the grit cyclones of the headworks.
Recommendation:	Replace Blower No. 5 with the correct cfm-capacity blower to lower oxygen levels and improve nitrogen removal.
Recommendation:	Add MBR cassette to existing trains as capacity needs dictate.
Recommendation:	Complete installation of RCW pipe to the Cape Haze Golf Course and to the Placida Corridor.
Recommendation:	Evaluate ASR for additional RCW storage.
Recommendation:	Evaluate different aeration systems for the RCW storage pond.
Recommendation:	Replace hypochlorite feed pump No. 3.
Recommendation:	Add a small winch to each decant pump in the sludge-holding tanks for better control of the pump level.
Recommendation:	Replace motherboard and refrigerator unit in the effluent sampler.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, identify reserve capacities and assess potential anomalies that may affect long-term operation.

Table 9-13 Burnt Store WRF – CIP Recommendations

Recommendation:	Install a mechanical screen (highest priority) and grit removal system (secondary priority) in a new headworks.
Recommendation:	Install EQ tank-level monitoring to adjust the transfer pump(s) flow rates.
Recommendation:	Replace aeration tank hinged sluice gates to provide adequate prevention of flow entering the adjacent tank during maintenance.
Recommendation:	Evaluate adding fine mechanical screens to the headworks.
Recommendation:	Install an RCW meter on the discharge line from the RCW pumps to measure public-access RCW flow leaving the site.
Recommendation:	Install a pumping system that will pump effluent to the deep injection well pumping station or increase the capacity of the gravity pipe to maximize the capacity of the deep injection wells' system.
Recommendation:	Replace the old deep well injection pumps.
Recommendation:	Replace the fiberglass MCC building with a concrete structure.

Recommendation:	Apply appropriate arc flash labeling on all appropriate switchgear in compliance with NFPA 70E to properly notify O&M personnel of the potential hazard.
Recommendation:	Perform a load study to identify any issues related to power quality, quantity, and capacity of the system. The load study would help identify deficiencies in the system, identify reserve capacities, and assess potential anomalies that may affect long-term maintenance and serviceability of the equipment.

Table 9-14 Leachate Treatment Facility – CIP Recommendations

Recommendation:	Evaluate the installation of a sensor lift.

9.2.5 Reclaimed Water Distribution System

Table 9-15 Mid/West County RCW Distribution System – CIP Recommendations

Recommendation:	Evaluate adding another GST to provide storage in West County due to the large number of RCW bulk users.
Recommendation:	Complete connection of Lemon Bay Golf Course as an RCW bulk user in West County.
Recommendation:	Evaluate adding piping connections (including controls, pumps, valves, meters, etc.) to increase the number of RCW small users in Mid County.

Table 9-16 South County RCW Distribution System – CIP Recommendations

Recommendation:	Evaluate the treatment capacity against the future demands associated with rapid development in the area and due to saltwater intrusion in existing private wells.

Table 9-17 Backflow and Cross-Connection Prevention Program – CIP Recommendations

Recommendation:	Evaluate establishing a program to track cross-connection inspections.

9.3 Operations and Maintenance

The following O&M items are recommended for FY 2018 and beyond.

9.3.1 Water Treatment Plants

Table 9-18 Burnt Store RO WTP – O&M Recommendations

Recommendation:	Continue to inspect and tighten the connections for the scale inhibitor, sodium hydroxide, sodium hypochlorite, and sulfuric acid pipes daily to prevent leakage.
Recommendation:	Paint the motor on Jockey Pump A and the bases on other motors.
Recommendation:	Replace multiple end caps that are leaking on Trains C and D.
Recommendation:	Paint the concentrate disposal wet well.
Recommendation:	Repair the cameras on site.
Recommendation:	Paint GST A and GST B.
Recommendation:	Test the functionality of the membrane cleaning system and develop SOPs for membrane cleaning.
Recommendation:	Conduct 5-year GST cleaning and inspections in accordance with FDEP Rule 62-555.350(2), FAC.
Recommendation:	Paint the outside of the MCC building.
Recommendation:	Pressure wash the outside of the Operations building.
Recommendation:	County should have the fuel-level alarm adjusted to accurately predict high-level conditions.

9.3.2 Water Distribution System

Table 9-19 Mid/West County Distribution System – O&M Recommendations

Recommendation:	**Port Charlotte Golf Course WBS** ▪ Label the switchgear to identify parts and components that could be energized.
Recommendation:	**Walenda WBS** ▪ Re-paint the outside of the GST.
Recommendations:	**Gulf Cove WBS** ▪ Paint the concrete support on the influent pipe to the GST to prevent deterioration. ▪ Paint the floor in the sodium hypochlorite chemical injection room to prevent concrete deterioration.
Recommendation:	**Rotonda WBS** ▪ Replace the VFD covers to eliminate gaps between the updated VFDs and the enclosures.
Recommendation:	**Ingraham Disinfection Station** ▪ Repair the doorstep to the water quality testing and storage shed.

9.3.3 Wastewater Collection System

Table 9-20 Wastewater Collection System – O&M Recommendations

	Lift Station No. 1 – Community Center
Recommendations:	▪ Paint the aboveground discharge pump and piping. ▪ Repair/replace the patched wye connection. ▪ Repair cracks in the building. ▪ Seal pipe penetrations. ▪ Replace the outdated control panel and bring electrical up to current standards.
	Lift Station No. 7 – Pure Oil
Recommendations:	▪ Repair the roof overhang. ▪ Replace the glass windowpanes. ▪ Paint the building.
	Lift Station No. 15 – Sistina
Recommendations:	▪ Coat the wet well or repair some of the degraded concrete. ▪ Install seal-offs and interlocks on any electrical equipment within 10 feet of the wet well to return to conformance with code.
	Lift Station No. 28 – Peachlove
Recommendation:	▪ Grout the valve vault at appropriate slope.
	Lift Station No. 65 – South Port Master Lift Station
Recommendations:	▪ Fence the entire site. ▪ Repair the flow meter. ▪ Bolt down transformer.
	Lift Station No. 82 – Selkirk Maple Leaf Estates
Recommendation:	▪ Coat the wet well or repair some of the degraded concrete.
	Lift Station No. 123 – KHW Walmart
Recommendation:	▪ None.
	Lift Station No. 301 – San Marino
Recommendations:	▪ Coat the wet well or repair some of the degraded concrete. ▪ Clear out the valve vault and perform required repair to maintain integrity.
	Lift Station No. 303 – Constantine
Recommendation:	▪ Coat the wet well or repair some of the degraded concrete.
	Lift Station No. 309 – Bridgewater Master Lift Station
Recommendation:	▪ Coat the wet well.
	Lift Station No. 323 – Aysen
Recommendation:	▪ Coat the wet well and seal and repair the contents of the valve vault.
	Lift Station No. 415 – Prada
Recommendation:	▪ Coat the wet well and seal and repair the contents of the valve vault.

Recommendation:	**Lift Station No. 442 – Doredo 2** ▪ None
Recommendation:	**Lift Station No. 800 – Holiday Lakes** ▪ Coat or repair the pipe penetrations within the wet well.
Recommendations:	**Lift Station No. 816 – Rotonda Blvd. West Master Lift Station** ▪ Coat the wet well. ▪ Repair or rehabilitate the concrete top slab.
Recommendation:	**Lift Station No. 817 – Bunker Road** ▪ Coat the wet well and seal and repair the contents of the valve vault.
Recommendation:	**Lift Station No. 828 – Sweetwater** ▪ Coat the wet well and seal and repair the contents of the valve vault.
Recommendation:	**Lift Station No. 845 – David** ▪ None.

9.3.4 Wastewater Treatment Facilities

Table 9-21 EPLAB - O&M Recommendations

Recommendation:	Continue implementation of the LIMS system.
Recommendation:	Continue working with sampling personnel on sampling protocol to improve the accuracy.

Table 9-22 West Port WRF – O&M Recommendations

Recommendation:	Complete repairs on Rotary Screen Nos. 1 and 2.
Recommendation:	Evaluate a DO or ORP control system to replace the pH control approach currently used in the aeration basins.
Recommendation:	Proceed with the scheduled repair and/or replacement and painting of Clarifier Nos. 3 and 4. Include leveling of clarifier overflow weirs.
Recommendation:	Secure all electrical switchgear to prevent unauthorized access or inadvertent exposure to live parts.

Table 9-23 Rotonda WRF – O&M Recommendations

Recommendation:	Continue to maintain and operate rotary fine screens at slower rotation, which is extending the life of the rollers. Monitor maintenance issues to determine if future replacement of rotary fine screens is necessary.
Recommendation:	Complete the replacement of the two main influent valves at the headworks due to corrosion.
Recommendation:	Paint tanks, buildings, and pipes in the next 2 years.
Recommendation:	Complete the repairs of Blower No. 1 and put it back in service.
Recommendation:	Add galvanized metal frame and UV shade cloth to CCC 1.
Recommendation:	Repaint sludge load-out pumps.

Recommendation:	Remove vegetation, clean, reinforce the berm, and evaluate lining the RCW storage pond to increase RCW storage capacity.
Recommendation:	Clean the reject storage pond.
Recommendation:	Improve the operation of the generators, primarily Generator No. 2.

Table 9-24 Burnt Store WRF – O&M Recommendations

Recommendation:	Remove rust from the top rim of the EQ tank and repaint.
Recommendation:	Repair leaking internal piping, aeration header, and fittings in EQ basin.
Recommendation:	Remove rust from the outer rim of the aeration basins and repaint flaking areas at welds.
Recommendation:	Evaluate the main breaker at the blowers to prevent tripping when three blowers are in operation.
Recommendation:	Evaluate filter back-wash pump operations, specifically during high-flow events.

9.3.5 Reclaimed Water Distribution System

Table 9-25 Mid/West County RCW Distribution System –O&M Recommendations

Recommendation:	Repair the weak berm around the pond wall at the Rotonda WRF.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

---

1 DEPARTMENT MAKING REQUEST

Reports Received And Filed

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

2018 Murdock Village CRA Annual Report, Revised

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Murdock_Village_2018_Annual_Report_FINAL_rev190410.pdf	2018 Murdock Village CRA Annual Report - Revised	4/23/2019	Backup Material

COMMUNITY REDEVELOPMENT AGENCY

ANNUAL REPORT

2018

MURDOCK VILLAGE

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Arredondo	6
Business Statistics	7
CRA Financial Summary	9

Community Redevelopment Agency

CHAIR
Commissioner Ken Doherty

VICE CHAIR
Commissioner Bill Truex

MEMBERS
Commissioner Christopher Constance
Commissioner Stephen R. Deutsch*
Commissioner Joseph Tiseo
**Liaison to Advisory Committee*

Advisory Committee

CHAIR
Marie LaBrosse

VICE CHAIR
Gary Bayne

MEMBERS
Alice Esposito
Eric Loche
William Schafer
Kristine Wishard

County Staff

Executive Director
Raymond Sandrock

Staff Attorney
Thomas David

Economic Development Director
Lucienne Pears

Redevelopment Manager
Joshua Hudson

Executive Assistant to the
Economic Development Director
Kenna Hubai

CHARLOTTE COUNTY
FLORIDA

A MESSAGE FROM CRA DIRECTOR RAYMOND SANDROCK

In Fiscal Year 2017-2018, the Murdock Village Community Redevelopment Agency saw the Private Equity Group and Lost Lagoon projects move closer to breaking ground.

With Private Equity Group anticipated to close in 2019, we are looking forward to seeing construction start on their 452 acres of property in the Murdock Village CRA. The development is projected to create up to 2,400 residential units, 200,000 square feet of retail area, along with commercial space and a 150-room hotel.

The CRA also saw construction start on the North Charlotte Regional Park Recreation Center in 2018. Once completed, the approximately 30,000-square-foot recreation center will host a multi-purpose gymnasium, fitness center, multipurpose rooms, community garden and Community Services administrative offices. The facility will provide fitness and recreation opportunities in Mid County.

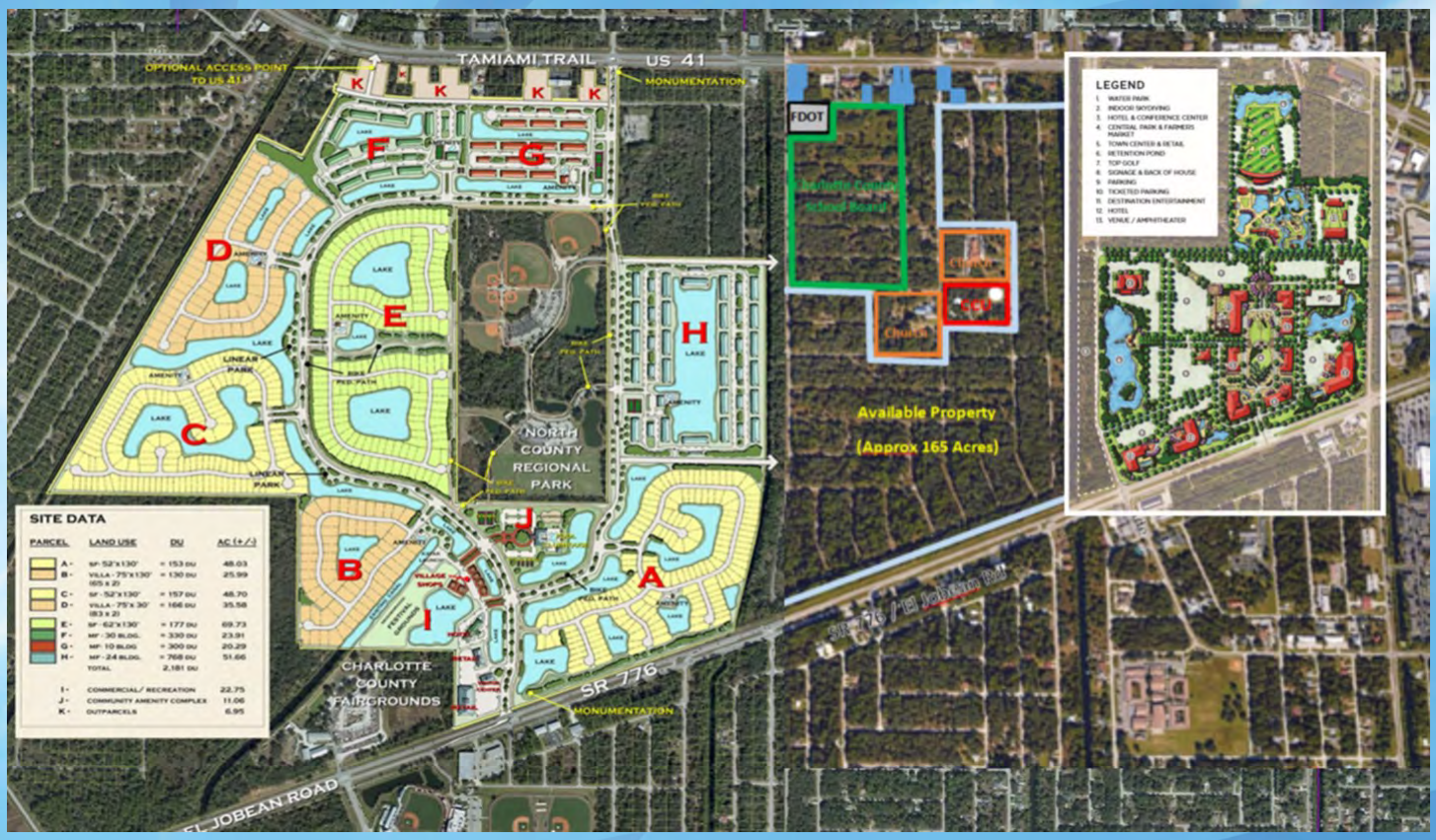
FY 2018-2019 will bring tremendous change and growth to Murdock Village and we're ready to help any way we can. I encourage everyone to review our Annual Report to get to know the Murdock Village CRA and the many resources it has to offer to its residents, businesses, and visitors. As Chairman of the Murdock Village CRA, I am so excited for the future of Murdock Village and am proud of the team we have assembled to make Murdock Village the best it can be.

R J Sandrock

Raymond Sandrock
Executive Director
Murdock Village Community Redevelopment Agency
Charlotte County Administrator

CRA INFORMATION

The Community Redevelopment Area is comprised of approximately 1,199.8 acres, including canals and road rights-of-way, and is located entirely within the jurisdiction and control of unincorporated Charlotte County. The Community Redevelopment Area was selected for redevelopment for a number of reasons. While the area contained approximately 3,000 platted or subdivided lots, only 77 homes were constructed since platting occurred more than three decades ago.



PRIVATE EQUITY GROUP

Private Equity Group is a private equity fund based in Fort Myers, Florida. The company is the result of a legacy of investments dating back to 1985. The company directs equity investments in land, operating businesses, land development, commercial property, and residential master planned communities. PEG will break ground in summer 2019 on a 452-acre site centrally located in Murdock Village. This new community will feature more than 2,400 residential units, up to 200,000 square feet of neighborhood commercial space, and a 150+ room hotel.

ARREDONDO POINTE

Arredondo Pointe is planned to be more than just a destination, it will be the heart of a thriving community. Lost Lagoon Development, LLLP is contracted to purchase nearly 160 acres at the east side of Murdock Village for development into a multi-use lifestyle campus at the heart of the community. Elements of this development will include a traditional City Center area and the Lost Lagoon Waterpark, a next-generation aquatic park that is setting the standard for green building.

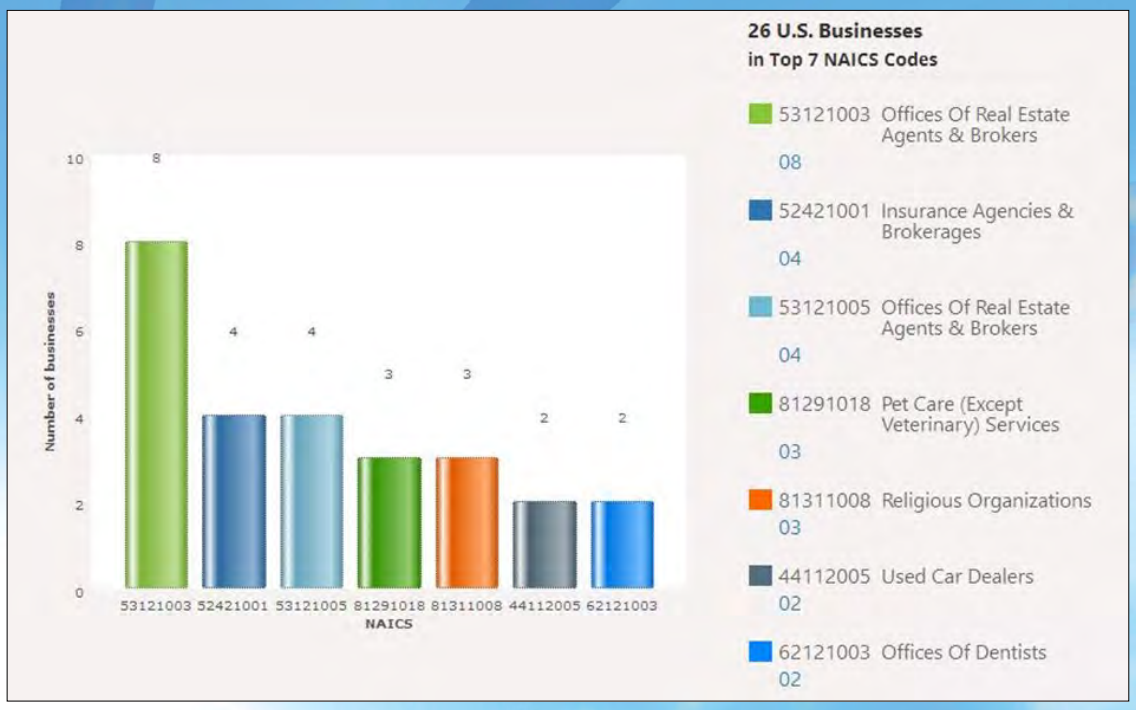
ARREDONDO
PORT CHARLOTTE

1. Water park
2. Indoor skydiving
3. Hotel + conference center
4. Central park + market
5. Water feature
6. Golf simulator
7. Back of house
8. General parking
9. Ticketed parking
10. Entertainment venue
11. Hotel
12. Amphitheatre

BUSINESS STATISTICS

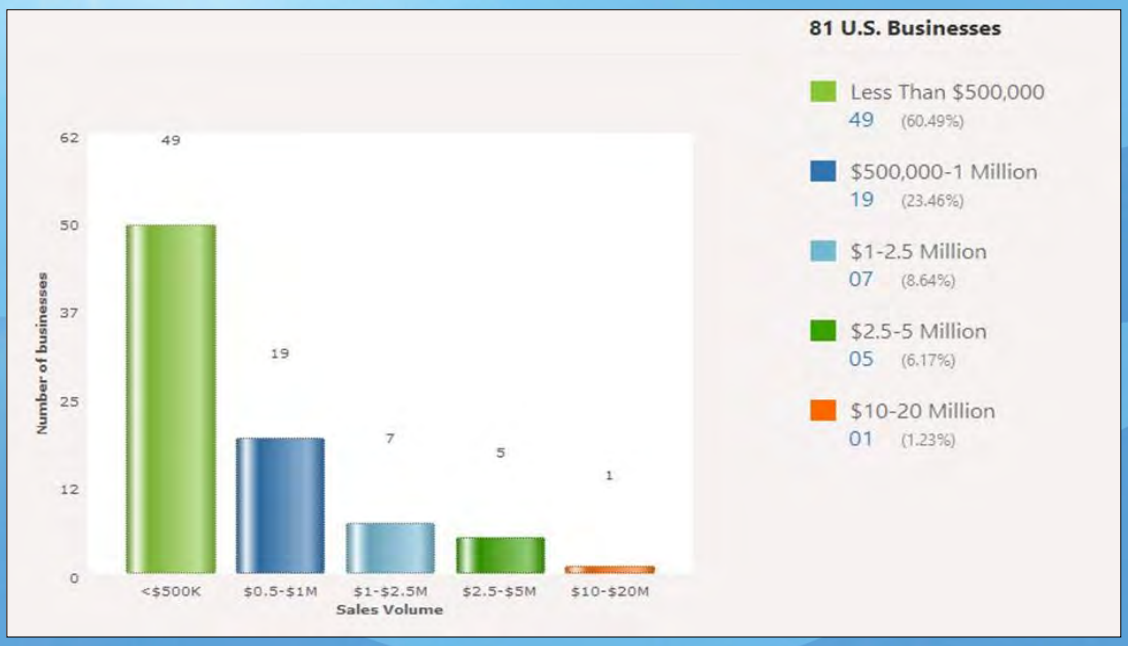
There are approximately 89 businesses registered within the Murdock Village CRA. From readily available business study data, the following was reported regarding industry classification, sales volume and number of employees.

Top Business Types



Source: www.referenceusagov.com, 26 Businesses Reporting

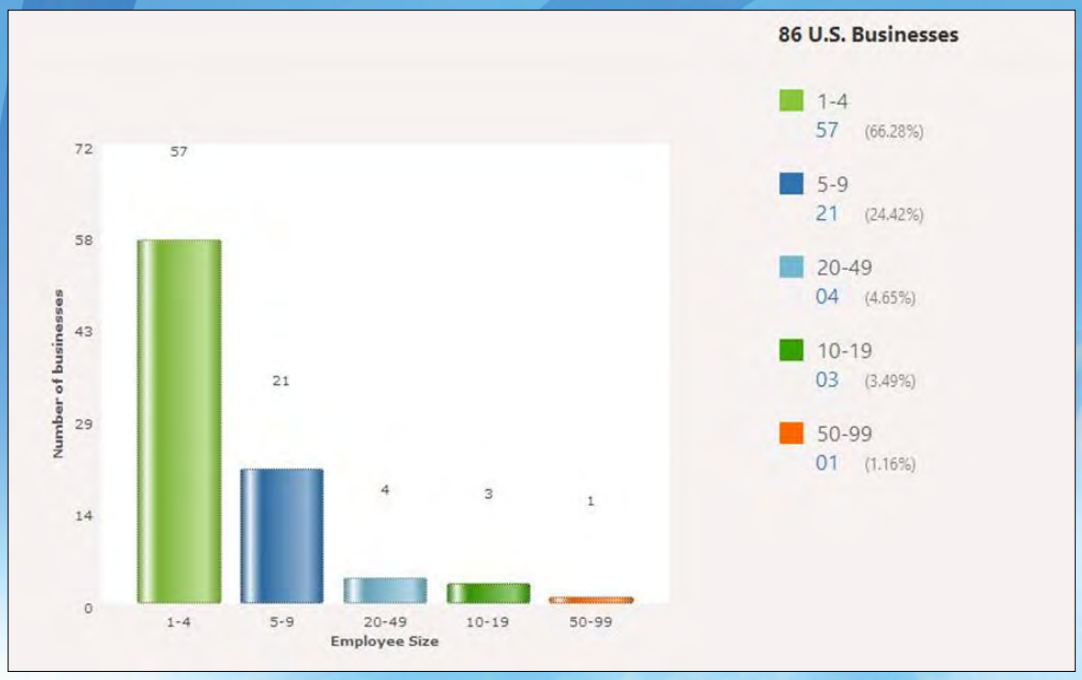
Sales Volume



Source: www.referenceusagov.com, 81 Businesses Reporting

BUSINESS STATISTICS

Number of Employees



Source: www.referenceusagov.com, 86 Businesses Reporting

CRA FINANCIAL SUMMARY

How is the Murdock Village Community Redevelopment Agency funded?

Community redevelopment agencies are funded through tax increment financing. The county transfers a portion of the property ad valorem tax collections in the redevelopment area to the CRA Trust Fund for use on redevelopment projects. Properties in the CRA do not pay additional property taxes.

Murdock Village Community Redevelopment Agency	
Assets	$ 3,372,759.00
Liabilities	$ 1,002,256.65
Equities	$ 2,370,502.35
FY2018 Beginning Balance	$ 2,476,417.30
Income	$ 9,239,022.17
Operating Expenses	$ 9,344,937.12
Fund Balance	$ 2,370,502.35

CHARLOTTE COUNTY
FLORIDA

CHARLOTTE COUNTY
ECONOMIC DEVELOPMENT
Your Business. Cleared for Takeoff.

MURDOCK
VILLAGE

The Charlotte County Economic Development Office has embarked on an active marketing and recruitment campaign and is available to discuss innovative options to further implement projects and develop lots within Murdock Village.

Visit www.Cleared4Takeoff.com to view the latest economic development news and information.

For more information, please visit our website:

https://www.charlottecountyfl.gov/CRA/MurdockVillage or call Redevelopment Manager, Joshua Hudson, at (941) 764-4943 to schedule a meeting to discuss the project in greater detail.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

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1 DEPARTMENT MAKING REQUEST

Reports Received And Filed

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Clerk of Court's County Investment Report, May 14, 2019

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Investment_Report_5.14.2019.pdf	Investment Report May 14, 2019	5/1/2019	Backup Material

ROGER D. EATON
Clerk of the Circuit Court and County Comptroller
350 E. Marion Ave. Punta Gorda, FL 33950 • 941.505.4716

MEMORANDUM

TO: The Honorable Board of County Commissioners

FROM: Roger D. Eaton, Clerk of the Circuit Court & County Comptroller

DATE: May 14, 2019

SUBJECT: Reports Received and Filed/Informational County Investment

Attached for your information is the Investment Report for the County for the quarter ended March 31, 2019.

If you have any questions, please do not hesitate to call.

Thank you.

ROGER D. EATON
CLERK OF THE CIRCUIT COURT AND
COUNTY COMPTROLLER

Attachment

Charlotte County
Investments by Issuer
Active Investments
Sorted by Investment Number
March 31, 2019

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	YTM 365	Redemption Date	Days To Maturity	Call Date	Collateral
Overnight Cash Investment										
SYS111111	111111	Overnight Cash Investment	Amort	12,982,603.82	0.190	0.190		1		
		Subtotal and Average		**12,982,603.82**		**0.190**		**1**		
Federal Farm Credit Bank										
3133EGBK0	1474	Federal Agency Issues - Coupon	Fair	1,250,000.00	1.300	1.300	11/25/2019	238		
3133EGJW6	1492	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.030	1.030	04/05/2019	4		
3133EGSK2	1511	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.240	1.240	11/29/2019	242		
3133EGWF8	1519	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.170	1.170	10/03/2019	185		
3133EGD77	1524	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.120	1.120	05/03/2019	32		
3133EHAX1	1545	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.170	2.170	02/28/2022	1,064		
3133EHEH2	1557	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.180	2.180	03/29/2022	1,093		
3133EHEC3	1558	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.800	1.800	03/30/2021	729		
3133EHJH7	1568	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.970	1.970	05/17/2021	777		
3133EJCY3	1604	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.500	2.500	02/16/2021	687		
3133EJHZ5	1620	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.710	2.710	03/29/2021	728		
3133EJKW8	1624	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.420	2.420	04/16/2020	381		
3133EJMU0	1627	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.740	2.740	04/30/2021	760	04/30/2019	
3133EJPD5	1628	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.870	2.870	11/15/2021	959		
		Subtotal and Average		**31,250,000.00**		**2.032**		**593**		
Federal Home Loan Bank										
3130A8NR0	1495	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.125	1.125	10/11/2019	193		
31340A9UW9	1528	Federal Agency Issued - Step Up	Fair	2,542,031.25	1.625	1.503	05/22/2020	417		
3130A9ZV6	1530	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.200	1.200	02/28/2020	333		
3130A9VS7	1534	Federal Agency Issued - Step Up	Fair	3,460,450.00	1.600	1.744	11/17/2020	596	11/17/2019	
3130A6LQ8	1536	Federal Agency Issues - Coupon	Fair	998,500.00	1.700	1.740	10/19/2020	567	04/19/2019	
3130A9XR7	1537	Federal Agency Issued - Step Up	Fair	743,625.00	1.500	1.552	11/23/2021	967	05/23/2019	
313380ZN0	1540	Federal Agency Issues - Coupon	Fair	994,250.00	1.450	1.656	11/08/2019	221		
3130AAUA4	1544	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.000	1.643	08/28/2020	515	05/28/2019	
3130AAWP9	1553	Federal Agency Issues - Coupon	Fair	1,900,000.00	1.875	1.875	09/29/2020	547		

Charlotte County
Investments by Issuer
Sorted by Investment Number

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	YTM 365	Redemption Date	Days To Maturity	Call Date	Collateral
3130AAWP9	1554	Federal Agency Issues - Coupon	Fair	3,000,000.00	1.875	1.875	09/29/2020	547		
3130AB4E3	1560	Federal Agency Issues - Coupon	Fair	3,000,000.00	1.800	1.800	10/26/2020	574	04/26/2019	
3130ABAD8	1561	Federal Agency Issued - Step Up	Fair	4,000,000.00	2.300	2.090	04/27/2022	1,122		
3130AB6Q4	1565	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.080	2.080	04/27/2022	1,122		
3130AACT3	1569	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.400	2.040	12/28/2021	1,002		
3130ABHV1	1575	Federal Agency Issued - Step Up	Fair	2,000,000.00	1.750	1.675	06/22/2022	1,178	06/22/2019	
3130ABPB6	1580	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.000	1.850	07/26/2022	1,212	04/26/2019	
3130ABWT9	1581	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.000	2.000	11/24/2021	968	05/24/2019	
3130ACEH3	1584	Federal Agency Issued - Step Up	Fair	3,000,000.00	1.750	2.134	09/22/2022	1,270	06/22/2019	
3130ACNV2	1587	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.020	2.349	10/27/2022	1,305	04/27/2019	
3130AD5K4	1591	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.180	2.180	06/22/2021	813		
3130AD6R8	1594	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.000	2.000	06/29/2020	455	06/29/2019	
3130ADC26	1596	Federal Agency Issues - Coupon	Fair	4,000,000.00	2.200	2.200	01/29/2021	669	04/29/2019	
3130ADC26	1597	Federal Agency Issues - Coupon	Fair	4,000,000.00	2.200	2.200	01/29/2021	669	04/29/2019	
3130ADDT6	1598	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.250	2.250	01/29/2021	669	04/29/2019	
3130ADDP4	1599	Federal Agency Issued - Step Up	Fair	4,000,000.00	2.000	2.521	07/30/2021	851	04/30/2019	
3130ADF98	1600	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.170	2.170	07/30/2020	486	04/30/2019	
3130ADGX4	1601	Federal Agency Issues - Coupon	Fair	2,350,000.00	2.250	2.251	10/30/2020	578	04/30/2019	
3130ADG97	1602	Federal Agency Issued - Step Up	Fair	3,000,000.00	2.375	2.250	02/12/2021	683	02/12/2020	
3130ADGQ9	1603	Federal Agency Issued - Step Up	Fair	3,000,000.00	2.250	2.208	02/12/2021	683	05/12/2019	
3130ADJQ6	1607	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.350	2.350	02/22/2021	693	05/22/2019	
3130ADR61	1611	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.270	2.270	03/06/2020	340		
3130ADRS3	1612	Federal Agency Issues - Coupon	Fair	2,000,000.00	3.000	3.000	03/07/2023	1,436		
3130ADQJ4	1614	Federal Agency Issued - Step Up	Fair	3,000,000.00	2.500	2.438	03/14/2023	1,443		
3130ADPR7	1616	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.500	2.500	09/15/2020	533	06/15/2019	
3130ADSF0	1618	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.500	2.500	09/29/2020	547	06/29/2019	
3130ADXU1	1622	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.320	2.321	01/09/2020	283		
3130ADW24	1625	Federal Agency Issued - Step Up	Fair	3,000,000.00	2.625	2.588	04/18/2023	1,478		
3130ADWZ1	1626	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.700	2.700	10/26/2021	939	04/26/2019	
3130ACE26	1632	Federal Agency Issues - Coupon	Fair	3,928,472.00	1.375	2.532	09/28/2020	546		
3130A66T9	1637	Federal Agency Issues - Coupon	Fair	3,950,559.52	1.625	2.485	09/11/2020	529		
		Subtotal and Average		**106,867,887.77**		**2.153**		**756**		
Federal Home Loan Mtg Corp										
3134G8UU1	1467	Federal Agency Issued - Step Up	Fair	2,767,006.35	2.000	1.587	04/13/2020	378	04/13/2019	
3134G8W39	1470	Federal Agency Issues - Coupon	Fair	2,010,020.00	1.375	1.227	10/28/2019	210		
3134G9LV7	1483	Federal Agency Issues - Coupon	Fair	2,005,520.00	1.300	1.228	05/26/2020	421		

Charlotte County
Investments by Issuer
Sorted by Investment Number

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	YTM 365	Redemption Date	Days To Maturity	Call Date	Collateral
3134G9YD3	1488	Federal Agency Issued - Step Up	Fair	850,000.00	2.000	1.393	12/30/2019	273	06/30/2019	
3134G9F93	1489	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.000	1.000	06/28/2019	88		
3134G9CX3	1491	Federal Agency Issues - Coupon	Fair	1,503,750.00	1.300	1.216	08/16/2019	137	05/16/2019	
3134G9G27	1493	Federal Agency Issues - Coupon	Fair	1,285,000.00	1.100	1.100	12/30/2019	273	06/30/2019	
3134G9RY5	1513	Federal Agency Issues - Coupon	Fair	1,003,510.00	1.375	1.264	12/13/2019	256		
3134G7S77	1520	Federal Agency Issued - Step Up	Fair	400,000.00	1.500	1.319	10/29/2020	577	04/29/2019	
3134G7S77	1525	Federal Agency Issued - Step Up	Fair	1,000,000.00	1.500	1.344	10/29/2020	577	04/29/2019	
3134GAUM4	1527	Federal Agency Issued - Step Up	Fair	1,991,500.00	1.500	1.312	10/28/2019	210	04/28/2019	
3134GAXT6	1529	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.110	1.110	05/28/2019	57		
3134GA9HQ3	1531	Federal Agency Issued - Step Up	Amort	1,245,937.50	1.500	1.525	05/28/2020	423	05/28/2019	
3134GAUR3	1539	Federal Agency Issued - Step Up	Fair	2,967,562.50	2.000	1.502	10/28/2019	210	04/28/2019	
3134GA6M1	1546	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.500	1.500	08/28/2019	149		
3134GBAB8	1548	Federal Agency Issues - Coupon	Fair	3,000,000.00	1.670	1.670	03/27/2020	361		
3134GBHX3	1562	Federal Agency Issues - Coupon	Fair	3,000,000.00	1.580	1.580	04/27/2020	392		
3134GBHW5	1563	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.625	1.625	07/27/2020	483		
3134GBHQ8	1564	Federal Agency Issues - Coupon	Amort	3,000,000.00	1.700	1.700	07/27/2020	483		
3134GBGM8	1566	Federal Agency Issued - Step Up	Fair	2,400,000.00	1.750	1.688	04/28/2022	1,123		
3134GBMV1	1570	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.450	1.450	05/24/2019	53		
3134GBMW9	1571	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.000	1.925	05/24/2022	1,149	05/24/2019	
3134GBPT3	1572	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.000	1.900	05/24/2022	1,149	05/24/2019	
3134GBMX7	1573	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.020	2.020	11/24/2021	968	05/24/2019	
3134GBRV6	1574	Federal Agency Issued - Step Up	Fair	2,000,000.00	1.750	1.700	06/15/2022	1,171	06/15/2019	
3134GBSA1	1576	Federal Agency Issues - Coupon	Fair	3,000,000.00	1.700	1.700	12/22/2020	631		
3134GBRT1	1577	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.000	2.000	06/29/2022	1,185		
3134GBWJ7	1578	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.000	1.938	06/29/2022	1,185	06/29/2019	
3134GBYF3	1579	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.800	1.800	01/27/2021	667		
3134GBD82	1582	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.625	1.625	08/28/2020	515		
3134G9D87	1583	Federal Agency Issued - Step Up	Fair	2,984,850.00	1.500	1.317	06/30/2021	821	06/30/2019	
3134GBP30	1585	Federal Agency Issued - Step Up	Fair	3,000,000.00	2.000	2.289	10/25/2022	1,303	04/25/2019	
3134GBP71	1586	Federal Agency Issued - Step Up	Fair	1,710,000.00	2.050	2.342	10/26/2022	1,304	04/26/2019	
3134GBW57	1588	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.000	2.000	05/21/2021	781	05/21/2019	
3134GB4R0	1589	Federal Agency Issued - Step Up	Fair	3,000,000.00	2.250	2.441	12/15/2022	1,354	06/15/2019	
3134GB5T5	1590	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.000	2.811	12/22/2022	1,361	06/22/2019	
3134GB5P3	1592	Federal Agency Issues - Coupon	Fair	2,000,000.00	2.000	2.000	06/29/2020	455	06/29/2019	
3134GB6X5	1593	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.125	2.125	12/29/2020	638	06/29/2019	
3134GSBA2	1595	Federal Agency Issues - Coupon	Fair	2,500,000.00	2.125	2.125	12/29/2020	638	06/29/2019	
3134GSET8	1608	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.500	2.500	08/27/2021	879		

Charlotte County
Investments by Issuer
Sorted by Investment Number

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	YTM 365	Redemption Date	Days To Maturity	Call Date	Collateral
3134GSDF9	1610	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.420	2.420	02/26/2021	697	05/26/2019	
3134GSLT0	1629	Federal Agency Issued - Step Up	Fair	2,000,000.00	2.750	3.281	05/30/2023	1,520	05/30/2019	
3134GSMF9	1630	Federal Agency Issues - Coupon	Fair	1,500,000.00	3.000	3.000	05/26/2023	1,516	05/26/2021	
3128HDCB3	846366	ARM Pools	Fair	901.57	5.164	4.176	08/01/2026	2,679		
		Subtotal and Average		**93,125,557.92**		**1.829**		**700**		
Florida FIT										
SYS999996	999996	Managed Pool Accounts - FL FIT	Amort	12,491,294.97				1		
SYS999997	999997	Managed Pool Accounts - FL FIT	Amort	30,000,000.00				1		
		Subtotal and Average		**42,491,294.97**				**1**		
Florida Local Government Invst										
SYS999998	999998	Managed Pool Accounts - FLGIT	Amort	15,000,000.00	0.140	0.140		1		
SYS999999	999999	Managed Pool Accounts - FLGIT	Fair	30,000,000.00	1.160	1.160		1		
		Subtotal and Average		**45,000,000.00**		**0.820**		**1**		
Federal National Mtg Assn										
3136G3RW7	1480	Federal Agency Issues - Coupon	Fair	2,335,032.80	1.270	1.195	05/30/2019	59		
3136G3WS0	1487	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.000	1.000	06/28/2019	88		
3136G2ZG5	1494	Federal Agency Issues - Coupon	Fair	1,000,000.00	1.300	1.300	08/26/2019	147	05/26/2019	
3136G3E43	1497	Federal Agency Issues - Coupon	Fair	1,998,500.00	2.250	1.553	10/28/2019	210		
3136G3YT6	1498	Federal Agency Issues - Coupon	Fair	1,898,100.00	1.020	1.054	07/26/2019	116	04/26/2019	
3136G3Q73	1500	Federal Agency Issues - Coupon	Fair	2,003,780.00	1.150	1.085	07/26/2019	116		
3136G3YX7	1501	Federal Agency Issues - Coupon	Fair	1,350,000.00	1.020	1.020	07/26/2019	116		
3135G0N58	1502	Federal Agency Issues - Coupon	Fair	1,000,000.00	1.200	1.200	08/16/2019	137	05/16/2019	
3136G3XH3	1503	Federal Agency Issues - Coupon	Fair	3,882,220.00	1.000	1.064	10/25/2019	207		
3136G34J1	1505	Federal Agency Issues - Coupon	Fair	1,996,000.00	1.000	1.061	12/24/2019	267	05/24/2019	
3136G3X67	1506	Federal Agency Issues - Coupon	Fair	751,042.50	1.100	1.053	08/23/2019	144		
3136G3X67	1507	Federal Agency Issues - Coupon	Fair	4,005,960.00	1.100	1.049	08/23/2019	144		
3136G3A62	1512	Federal Agency Issues - Coupon	Fair	2,910,627.50	1.050	1.103	07/26/2019	116		
3135G0L76	1516	Federal Agency Issues - Coupon	Fair	1,997,500.00	1.075	1.120	07/11/2019	101	04/11/2019	
3136G4FB4	1521	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.160	1.160	10/30/2019	212		
3136G4EM1	1522	Federal Agency Issues - Coupon	Fair	1,999,000.00	1.250	1.267	10/28/2019	210	04/28/2019	
3136G3NB7	1526	Federal Agency Issues - Coupon	Fair	1,988,000.00	1.250	1.426	05/18/2020	413	05/18/2019	
3136G4HH9	1532	Federal Agency Issues - Coupon	Fair	2,000,000.00	1.500	1.500	02/26/2020	331	05/26/2019	
3135G0K28	1533	Federal Agency Issues - Coupon	Fair	2,591,886.00	1.250	1.301	04/26/2019	25		

Charlotte County
Investments by Issuer
Sorted by Investment Number

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	YTM 365	Redemption Date	Days To Maturity	Call Date	Collateral
3136G4JE4	1535	Federal Agency Issues - Coupon	Fair	1,999,500.00	1.500	1.509	11/26/2019	239	05/26/2019	
3136G4ML4	1543	Federal Agency Issues - Coupon	Fair	3,000,000.00	2.070	2.070	02/28/2022	1,064		
31379MF79	423290	ARM Pools	Fair	926.57	5.891	4.530	06/01/2026	2,618		
		Subtotal and Average		**44,708,075.37**		**1.251**		**229**		
State Board of Administration										
SBA	SBA	State Board of Administration	Fair	149,145,680.73	2.970	2.970		1		
		Subtotal and Average		**149,145,680.73**		**2.970**		**1**		
US Treasury										
9128285B2	1633	Treasury Securities	Fair	3,996,052.16	2.750	2.568	09/30/2020	548		
912828L32	1634	Treasury Securities	Fair	1,967,968.76	1.375	2.497	08/31/2020	518		
912828L32	1635	Treasury Securities	Fair	1,967,968.74	1.375	2.497	08/31/2020	518		
912828VZ0	1636	Treasury Securities	Fair	3,970,781.24	2.000	2.484	09/30/2020	548		
		Subtotal and Average		**11,902,770.90**		**2.516**		**538**		
		Total and Average		**537,473,871.48**		**1.920**		**337**		

Charlotte County
Summary by Issuer
March 31, 2019

Issuer	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Overnight Cash Investment	1	12,982,603.82	12,982,603.82	2.42	0.190	1
Federal Farm Credit Bank	14	31,250,000.00	31,250,000.00	5.81	2.032	593
Federal Home Loan Bank	40	107,050,000.00	106,867,887.77	19.88	2.153	756
Federal Home Loan Mtg Corp	44	93,133,882.00	93,125,557.92	17.33	1.829	700
Florida FIT	2	42,491,294.97	42,491,294.97	7.91	0.000	1
Florida Local Government Invst	2	45,000,000.00	45,000,000.00	8.37	0.820	1
Federal National Mtg Assn	22	44,730,909.80	44,708,075.37	8.32	1.251	229
State Board of Administration	1	149,145,680.73	149,145,680.73	27.75	2.970	1
US Treasury	4	11,985,000.00	11,902,770.90	2.21	2.516	538
Total and Average	**130**	**537,769,371.32**	**537,473,871.48**	**100.00**	**1.920**	**338**

Charlotte County
Summary by Type
March 31, 2019

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Federal Agency Issues - Coupon	85	200,015,000.00	199,886,730.32	37.19	1.835	510
Federal Agency Issued - Step Up	33	76,148,000.00	76,062,962.60	14.15	2.013	958
ARM Pools	2	1,791.80	1,828.14	0.00	4.740	2,648
State Board of Administration	1	149,145,680.73	149,145,680.73	27.75	2.970	1
Overnight Cash Investment	1	12,982,603.82	12,982,603.82	2.42	0.190	1
Managed Pool Accounts - FLGIT	2	45,000,000.00	45,000,000.00	8.37	0.820	1
Treasury Securities	4	11,985,000.00	11,902,770.90	2.21	2.516	538
Managed Pool Accounts - FL FIT	2	42,491,294.97	42,491,294.97	7.91	0.000	1
Total and Average	**130**	**537,769,371.32**	**537,473,871.48**	**100.00**	**1.920**	**338**

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: A - 1.

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1 DEPARTMENT MAKING REQUEST

Finance Division

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the Clerk's Finance Memorandum.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Disbursements_5.14.19.pdf	May 14, 2019 Disbursements	5/1/2019	Backup Material

ROGER D. EATON
Clerk of the Circuit Court and County Comptroller
350 E. Marion Ave. Punta Gorda, FL 33950 · 941.505.4716

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
CC: County Administrator
County Attorney

FROM: Comptroller Division

DATE: May 04, 2019

SUBJECT: Total Disbursements

In accordance with Florida Statute 136.06, attached is a listing of disbursements made for the period April 10, 2019 through April 30, 2019 as follows:

Check Disbursements	$ 16,926,496.91
ACH Disbursements	$ 1,154,296.53
Wire Disbursements	$ 1,604,308.74
Payroll (details available in Comptroller Div)	$ 8,466,363.11
TOTAL DISBURSEMENTS	**$ 28,151,465.29**

Action _____
By _____
Date _____

ACH's and Wires for period of 4/10/19 - 4/30/19

DESCRIPTION	DATE	ACH	WIRE
Cigna	4/16/19	395,807.02	
	4/23/19	319,338.76	
	4/30/19	374,813.37	
Debt Payments	4/15/19		57,564.16
	4/15/19		31,416.71
	4/15/19		57,507.30
	4/15/19		36,121.65
Procurement Card	4/24/19		1,054,792.25
HRA/FSA Payments	4/15/19	1,052.07	
	4/16/19	17,647.13	
	4/16/19	955.41	
	4/17/19	1,751.95	
	4/18/19	170.20	
	4/19/19	3,318.61	
	4/22/19	329.67	
	4/23/19	14,874.91	
	4/24/19	212.60	
	4/26/19	91.20	
	4/29/19	1,660.40	
	4/30/19	18,560.91	
HRA Admin Fee	4/15/19	3,476.88	
FSA Admin Fee	4/15/19	235.44	
Real Estate Closings	4/12/19		37,276.40
	4/12/19		38,986.17
	4/15/19		34,656.52
	4/15/19		33,952.49
	4/22/19		41,584.68
	4/25/19		52,341.28
	4/25/19		34,237.78
	4/30/19		34,078.98
SHIP - Down Payment Asstiance	4/24/19		11,500.00
	4/29/19		11,500.00
Workers' Comp funding	4/16/19		9,551.10
	4/24/19		13,944.70
	4/29/19		13,296.57
		1,154,296.53	1,604,308.74

General Disbursements 04/10/19 -04/30/19
Warrants 308106-308892

Check Date	Check Number	Vendor Name	Amount
4/12/2019	308106	AJAX PAVING INDUSTRIES OF, FLORIDA, LLC	518,006.11
4/12/2019	308107	ALTERNATIVE HOMEMAKING WITH, A HEART	455.70
4/12/2019	308108	ANCHOR SCIENTIFIC INC	4,300.00
4/12/2019	308109	CHENANGO SUPPLY CO INC	1,440.00
4/12/2019	308110	COASTAL ENGINEERING CONSULTANT	11,668.25
4/12/2019	308111	DMK ASSOCIATES, INC.	18,298.00
4/12/2019	308112	EDISON OIL CO	5,758.98
4/12/2019	308113	FL TRANSPORTATION ENGINEERING	12,248.50
4/12/2019	308114	FORSBERG CONSTRUCTION INC	9,226.56
4/12/2019	308115	GIFFELS-WEBSTER ENGINEERS INC	4,469.96
4/12/2019	308116	GIFFELS-WEBSTER ENGINEERS INC	965.00
4/12/2019	308117	J M TODD INC	2,041.81
4/12/2019	308118	TEN-8 FIRE EQUIPMENT INC	3,295.88
4/12/2019	308119	G4S SECURE SOLUTIONS (USA) INC	917.20
4/12/2019	308120	BRIGHTVIEW LANDSCAPE SERVICES	1,575.00
4/12/2019	308121	AT&T	41.54
4/12/2019	308122	BANK OF AMERICA NA	971.58
4/12/2019	308123	CHARLOTTE COUNTY CLERK OF, THE CIRCUIT COURT	4,914.54
4/12/2019	308124	CHARLOTTE COUNTY CLERK OF, THE CIRCUIT COURT	35.94
4/12/2019	308125	BOCILLA UTILITIES INC.	213.35
4/12/2019	308126	CHARLOTTE HARBOR ENVIRONMENTAL, CENTER	17,725.00
4/12/2019	308127	EL JOBEAN WATER ASSOCIATION	63.97
4/12/2019	308128	FLORIDA POWER & LIGHT CO	135,900.46
4/12/2019	308129	FLORIDA POWER & LIGHT CO	49,275.03
4/12/2019	308130	FLORIDA POWER & LIGHT CO	343.00
4/12/2019	308131	FSASE	3,300.00
4/12/2019	308132	HECTOR FLORES	231.40
4/12/2019	308133	SUNSHINE STATE ONE CALL OF FL	305.30
4/12/2019	308134	VICKIE L. POTTS	8,570.00
4/12/2019	308135	VICKIE L. POTTS	1,145.53
4/12/2019	308136	SARASOTA-MANATEE-, CHARLOTTE I.A.F.F.	8,533.14
4/12/2019	308137	PAINTERS DISTRICT COUNCIL #78	2,060.25
4/12/2019	308138	CHARLOTTE COUNTY UTILITIES	119.98
4/12/2019	308139	HUMANA INC.	144.72
4/12/2019	308140	CIVIL AIR PATROL	2,592.00
4/12/2019	308141	FLORIDA GULF COAST UNIVERSITY	2,950.00
4/12/2019	308142	PHASE V OF FLORIDA LLC	1,565.36
4/12/2019	308143	SHAW INDUSTRIES, INC. DBA, SHAW INTEGRATED SOLUTIONS	43,428.52
4/12/2019	308144	MEDICARE PART B	351.38
4/12/2019	308145	MEDICARE PART B	292.34
4/12/2019	308146	MEDICARE PART B	287.13
4/12/2019	308147	MEDICARE PART B	17.34
4/12/2019	308148	UNITED HEALTHCARE INS. COM.	541.60
4/12/2019	308149	UNITED HEALTHCARE INS. COM.	19.20

General Disbursements 04/10/19 -04/30/19
Warrants 308106-308892

Check Date	Check Number	Vendor Name	Amount
4/12/2019	308150	DAVID VANCE	560.07
4/12/2019	308151	S.O.S. SEPTIC INC.	180.00
4/12/2019	308152	BATTERIES PLUS BULBS OF, PORT CHARLOTTE	742.90
4/12/2019	308153	RICOH USA INC	476.95
4/12/2019	308154	RINKER MATERIALS	3,492.40
4/12/2019	308155	RWA, INC.	340.00
4/12/2019	308156	BASS FLETCHER & ASSOCIATES INC	16,582.50
4/12/2019	308157	P. J. HAYES INC, DBA: TANDEM CONSTRUCTION	983,250.53
4/12/2019	308158	HERC RENTALS INC	4,822.20
4/12/2019	308159	SOUTHWEST FLORIDA LIBRARY, NETWORK	363.50
4/12/2019	308160	UNITED WAY OF CHARLOTTE COUNTY	806.38
4/12/2019	308161	DUNBAR ARMORED INC	1,438.42
4/12/2019	308162	CDW LLC, DBA CDW GOVERNMENT, CDWG,	2,580.00
4/12/2019	308163	STERICYCLE INC	182.32
4/12/2019	308164	ARDAMAN & ASSOCIATES INC	900.00
4/12/2019	308165	BILL'S BOTTLED WATER SVC INC	348.00
4/12/2019	308166	AMBITRANS MEDICAL TRANSPORT	9,000.00
4/12/2019	308167	OFFICE DEPOT	65.84
4/12/2019	308168	GRAINGER INDUSTRIAL SUPPLY	1,101.89
4/12/2019	308169	DANIEL DEVALK	324.35
4/12/2019	308170	SANDRA LAVOIE	3.00
4/12/2019	308171	PAVEMENT TECHNOLOGY, INC	881,928.81
4/12/2019	308172	TRAFFICWARE GROUP INC., FORMERLY NAZTEC INC.	12,500.00
4/12/2019	308173	CLAIRE JUBB	132.60
4/12/2019	308174	VERIZON WIRELESS SVC LLC, DBA VERIZON WIRELESS	555.42
4/12/2019	308175	SOUTHEASTERN FREIGHT LINES INC	1,123.82
4/12/2019	308176	WPS TRICARE FOR LIFE, ATT: REFUNDS	7.67
4/12/2019	308177	BLU SITE SOLUTIONS OF, SOUTHWEST FLORIDA INC	3,288.06
4/12/2019	308178	BETH CAREY-KOVACH	150.00
4/12/2019	308179	NEW JERSEY FAMILY SUPPORT, PAYMENT CENTER	366.00
4/12/2019	308180	HILTON DAYTONA BEACH, OCEAN WALK VILLAGE	3,104.27
4/12/2019	308181	DREW JOHNSON	96.00
4/12/2019	308182	WILDLIFE FOUNDATION OF FLORIDA	3,724.00
4/12/2019	308183	TEAM PUNTA GORDA	3,983.00
4/12/2019	308184	STANTEC CONSULTING SERVICES, INC.	62,185.00
4/12/2019	308185	EMILY LEWIS	255.77
4/12/2019	308186	PALM PRINTING STRATEGIC, SOLUTIONS, LLC	51.42
4/12/2019	308187	PATRICK C WEBER, P.A.	16,600.00
4/12/2019	308188	OLSON PAINTING OF CHARLOTTE, COUNTY, INC.	2,610.99
4/12/2019	308189	DR HORTON INC	165.51
4/12/2019	308190	SOUTHWEST ENGINEERING &, DESIGN, INC	17,410.40

General Disbursements 04/10/19 -04/30/19
Warrants 308106-308892

Check Date	Check Number	Vendor Name	Amount
4/12/2019	308191	DAVID SANTIMAURO	225.20
4/12/2019	308192	SUNCOAST ONE TITLE, & CLOSING, INC	265.81
4/12/2019	308193	SUN PRINT MANAGEMENT LLC	88.84
4/12/2019	308194	NYS CHILD SUPPORT PROCESSING	250.00
4/12/2019	308195	FIDELITY NATIONAL TITLE INS CO	255.66
4/12/2019	308196	D & L REMOVAL AND TRANSPORT, INC	3,375.00
4/12/2019	308197	FIRST INTERNATIONAL TITLE INC	620.07
4/12/2019	308198	FIRST INTERNATIONAL TITLE INC	168.82
4/12/2019	308199	AT YOUR SERVICE CLEANING, GROUP	57,301.03
4/12/2019	308200	ADAMS AND REESE, LLP	60,291.99
4/12/2019	308201	FILEMAN LAW FIRM PA	88.71
4/12/2019	308202	STEWART TITLE COMPANY	126.39
4/12/2019	308203	WAGEWORKS INC	503.25
4/12/2019	308204	MTI TITLE INSURANCE AGENCY INC	104.91
4/12/2019	308205	AQUA MARKETING & COMMUNICATION, INC	29,167.33
4/12/2019	308206	ALL FLORIDA FIRE EQUIPMENT CO	2,824.00
4/12/2019	308207	AMER-PRIDE PEST CONTROL SVC, PRIME-SCAPE SERVICES	14,250.00
4/12/2019	308208	B & K PLUMBING INC	2,250.00
4/12/2019	308209	CABLEXPRESS CORP, DBA CXTEC	25,665.00
4/12/2019	308210	HOMETOWN TITLE & CLOSING SVCS, LLC	144.23
4/12/2019	308211	OHIO CHILD SUPPORT PAYMENT CTR	88.49
4/12/2019	308212	SANDRA GAW	135.00
4/12/2019	308213	CHIP FUTCH	225.79
4/12/2019	308214	MARK GAMBRELL	96.00
4/12/2019	308215	MARKETING ALLIANCE, INC.	6,903.13
4/12/2019	308216	JOSHUA O'SULLIVAN	25.29
4/12/2019	308217	KENNEDY ELECTRIC OF PUNTA, GORDA, INC.	4,883.22
4/12/2019	308218	MSB SERVICES, LLC	4,950.00
4/12/2019	308219	COMPUTERS AT WORK, INC., DBA VTECH	16,470.70
4/12/2019	308220	HAWKINS, INC. DBA HAWKINS, WATER TREATMENT GROUP	65.00
4/12/2019	308221	LEESAR INC, LEESAR REGIONAL SERVICE	11,644.17
4/12/2019	308222	O & L LAW GROUP, PL	236.11
4/12/2019	308223	ERS CONSTRUCTION	4,428.69
4/12/2019	308224	LAWRENCE TOMLINSON II	266.00
4/12/2019	308225	MCKESSON MEDICAL SURGICAL INC	1,326.26
4/12/2019	308226	GRAY ROBINSON P.A.	1,883.99
4/12/2019	308227	KEETON'S OFFICE & ART SUPPLY	176.77
4/12/2019	308228	V & H CONSTRUCTION	456,263.67
4/12/2019	308229	ALL PHASE CUSTOM MILL SHOP INC	500.00
4/12/2019	308230	WEST SAFETY SERVICES INC	250.00
4/12/2019	308231	LYONS TITLE & TRUST	113.65
4/12/2019	308232	5 ARCH CODE COMPLIANCE LLC	23.51
4/12/2019	308233	WIDEIKIS, BENEDICT & BERNTSSON	354.80
4/12/2019	308234	SCHOOL HOUSE PORT, CHARLOTTE, LLC	64.55
4/12/2019	308235	ALABAMA CHILD SUPPORT, PAYMENT CTR (ALCSPC)	261.69

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4/12/2019	308236	EDUCATIONAL CREDIT MGMNT CORP, (ECMC)	153.53
4/12/2019	308237	AFFORDABLE PALM SERVICE INC	2,608.00
4/12/2019	308238	CRIME SHIELD FIRE & SECURITY	1,956.64
4/12/2019	308239	REBECCA OWERS	120.00
4/12/2019	308240	CHARLOTTE COUNTY FIREFIGHTERS, PARAMEDICS BENEVOLENT AS	220.00
4/12/2019	308241	A2 GROUP, INC.	665,122.32
4/12/2019	308242	ADARA INC	12,386.62
4/12/2019	308243	SEA HORSE MARINA, INC	36.49
4/12/2019	308244	ENGIE INSIGHT SERVICES INC	529.74
4/12/2019	308245	JOSHUA OVERMYER	149.80
4/12/2019	308246	US DEPT OF EDUCATION, NATIONAL PAYMENT CENTER	202.72
4/12/2019	308247	BARBARA YINGLING	204.13
4/12/2019	308248	STATE OF FL DISBURSEMENT UNIT	512.94
4/12/2019	308249	ROSS IGLESIAS	183.00
4/12/2019	308250	FAIRFLIGHT TOURISTIK GMBH	2,000.00
4/12/2019	308251	CROWNE CONSULTING GROUP INC	32,154.00
4/12/2019	308252	ANNA GOGADZE	138.50
4/12/2019	308253	FLORIO PERRUCCI STEINHARDT, & CAPPELLI LLC	344.00
4/12/2019	308254	ADAM BARR	81.25
4/12/2019	308255	CURIOSITY MARKETING GROUP	367.13
4/12/2019	308256	WENDIE VESTFALL	61.15
4/12/2019	308257	RUTH A. GUARENTE	180.22
4/12/2019	308258	CUMMINS INC., DBA CUMMINS SALES & SERV	1,761.01
4/12/2019	308259	MAYA LOPEZ	168.00
4/12/2019	308260	DYNAFIRE INC	125.00
4/12/2019	308261	ACCUWEATHER INC	8,092.18
4/12/2019	308262	BRIGHT GUARD LLC	1,877.44
4/12/2019	308263	JWC ENVIRONMENTAL INC.	10,191.16
4/12/2019	308264	WILLIAM AND ANNETTE COLLINS	94.00
4/12/2019	308265	ROBIN HATCHETT	215.04
4/12/2019	308266	STATE OF FLORIDA DEPARTMENT, OF MANAGEMENT SERVICES	299.35
4/12/2019	308267	CAROLINE WATTERS	2,463.12
4/12/2019	308268	JOHN A MORALIS JR	899.75
4/12/2019	308269	IDA NOBILE	65.18
4/12/2019	308270	DOROTHY M DENNIS	124.97
4/12/2019	308271	BARBARA BOUCHIE	9.62
4/12/2019	308272	MARIA J CUGLIETTA	20.73
4/12/2019	308273	GAIL CASALE, NOEL A CASALE	64.55
4/12/2019	308274	CHARLOTTE TRAIL, LLC	73.82
4/12/2019	308275	NAILS ESSENTIAL INC	217.72
4/12/2019	308276	SHARON ARNDORFER, REVOCABLE TRUST	55.17
4/12/2019	308277	CHARLOTTE HARBOR NATIONAL, ESTUARY PROGRAM CHNEP	148,650.00
4/12/2019	308278	PAUL ANDREWS	544.36

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4/12/2019	308279	TRISHA RODRIGUEZ	208.00
4/12/2019	308280	GREAT WHITE NORTH COMM LTD	1,045.00
4/12/2019	308281	AMY POMEROY	335.36
4/16/2019	308282	ALTERNATIVE HOMEMAKING WITH, A HEART	37,097.60
4/16/2019	308283	GIFFELS-WEBSTER ENGINEERS INC	8,434.10
4/16/2019	308284	J M TODD INC	1,881.98
4/16/2019	308285	MALONEY'S SOD INC	3,944.00
4/16/2019	308286	PETROLEUM TRADERS CORP	4,902.19
4/16/2019	308287	SUNLAND PAVING CO INC	570.00
4/16/2019	308288	BRIGHTVIEW LANDSCAPE SERVICES	2,816.50
4/16/2019	308289	CHARLOTTE COUNTY CLERK OF, THE CIRCUIT COURT	20.54
4/16/2019	308290	FLORIDA POWER & LIGHT CO	20.50
4/16/2019	308291	NABORS GIBLIN & NICKERSON PA	2,087.83
4/16/2019	308292	SUNSHINE STATE ONE CALL OF FL	1,219.67
4/16/2019	308293	CHARLOTTE COUNTY UTILITIES	277.42
4/16/2019	308294	CITY OF PUNTA GORDA	19.17
4/16/2019	308295	AAA SCHWARTZ ROOFING, INC	6,900.00
4/16/2019	308296	TECO PEOPLES GAS	2,037.46
4/16/2019	308297	SUMMIT HOME RESPIRATORY SVCS	1,993.13
4/16/2019	308298	FPL ASSIST	1,061.67
4/16/2019	308299	S.O.S. SEPTIC INC.	990.00
4/16/2019	308300	ALL STAT HOME HEALTH	13,015.25
4/16/2019	308301	PARKS CONTRACTING SERVICE, INC, DBA: ENGLEWOOD ENVIRONM	9,300.00
4/16/2019	308302	SANDERS LABORATORIES INC	1,035.90
4/16/2019	308303	DUNBAR ARMORED INC	343.97
4/16/2019	308304	PALMDALE OIL CO INC, DBA LAKE OIL CO	20,249.80
4/16/2019	308305	FERGUSON ENTERPRISES INC #3326, DBA POLLARDWATER	3,500.00
4/16/2019	308306	EXPRESS SERVICES, INC.	1,900.06
4/16/2019	308307	BUENA VISTA PROPERTY OWNERS, ASSOCIATION	42.80
4/16/2019	308308	JONES EDMUNDS & ASSOCIATES	5,749.60
4/16/2019	308309	BLU SITE SOLUTIONS OF, SOUTHWEST FLORIDA INC	420.00
4/16/2019	308310	GUARDIAN MEDICAL MONITORING,, INC.	1,160.10
4/16/2019	308311	CERTIFIED INSPECTION SERVICE	120.00
4/16/2019	308312	SYLVESTER EXCAVATING INC	11,040.00
4/16/2019	308313	AMEDITRANS	62,806.16
4/16/2019	308314	SUNCOAST ONE TITLE, & CLOSING, INC	125.96
4/16/2019	308315	SAFARI MICRO, INC	5,413.92
4/16/2019	308316	LAW OFFICE OF HARLAN R, DOMBER, PA	164.92
4/16/2019	308317	FIRST INTERNATIONAL TITLE INC	168.99
4/16/2019	308318	STOCKBARGER GLASS INC	520.00
4/16/2019	308319	FLORIDA TRANSPORT SERVICE, INC	1,905.60
4/16/2019	308320	PREFERRED GOVERNMENTAL CLAIM, SOLUTIONS	3,718.75
4/16/2019	308321	CONSTRUCTION DIMENSIONS INC	8,565.00
4/16/2019	308322	CONSTRUCTION DIMENSIONS INC	8,000.00

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4/16/2019	308323	CONSTRUCTION DIMENSIONS INC	7,328.00
4/16/2019	308324	CONSTRUCTION DIMENSIONS INC	6,855.00
4/16/2019	308325	CONSTRUCTION DIMENSIONS INC	5,000.00
4/16/2019	308326	RICHARD J. ROSENBAUM, P.A.	125.00
4/16/2019	308327	AQUA MARKETING & COMMUNICATION, INC	314.36
4/16/2019	308328	CABLEXPRESS CORP, DBA CXTEC	14,644.00
4/16/2019	308329	HOMETOWN TITLE & CLOSING SVCS, LLC	322.56
4/16/2019	308330	FACTOR SYSTEMS, INC., DBA BILLTRUST	352.14
4/16/2019	308331	DANIEL FOISSETT	210.00
4/16/2019	308332	THURMAN OWENS	210.00
4/16/2019	308333	ACRO SERVICE CORPORATION	1,154.56
4/16/2019	308334	PLACIDA COMMONS LLC	208.48
4/16/2019	308335	HAWKINS, INC. DBA HAWKINS, WATER TREATMENT GROUP	71.50
4/16/2019	308336	ERS CONSTRUCTION	2,827.90
4/16/2019	308337	SCOTT TRUE	186.17
4/16/2019	308338	HEALTH AID COMPANY INC	675.90
4/16/2019	308339	MONIER CONSTRUCTION LLC	9,105.00
4/16/2019	308340	M&M SERVICEZ INC	45.00
4/16/2019	308341	VARSITY BRANDS HOLDING CO INC, BSN SPORTS LLC	1,227.75
4/16/2019	308342	STEVEN J BRACCI, PA	73.98
4/16/2019	308343	HOME HEALTH CARE RESOURCES, CORP.	1,611.00
4/16/2019	308344	UTILITY SERVICE CO., INC	21,421.00
4/16/2019	308345	PETER GIANNOTTI	234.40
4/16/2019	308346	LYONS TITLE & TRUST	255.44
4/16/2019	308347	WIDEIKIS, BENEDICT & BERNTSSON	145.58
4/16/2019	308348	GPS INSIGHT, LLC	1,208.40
4/16/2019	308349	AFFORDABLE PALM SERVICE INC	2,568.00
4/16/2019	308350	FLOW MEDIA MARKETING	1,250.00
4/16/2019	308351	CONTINENTAL 406 FUND LLC	865.95
4/16/2019	308352	MOCAVO INC	3,980.00
4/16/2019	308353	JULIE RYDER	27.26
4/16/2019	308354	CORRECTIONAL RISK SERVICES INC	15,540.76
4/16/2019	308355	ELAINE CHALIFOUR BRAZEAU	26.58
4/16/2019	308356	KIMBERLY BATEY	190.00
4/16/2019	308357	TIMOTHY LEAKE	209.00
4/16/2019	308358	NANCIE SAXTON	48.15
4/16/2019	308359	JOSEPHINE C SMITH	131.31
4/16/2019	308360	KENNETH W TROTTER	22.18
4/16/2019	308361	RANA RIBEIRO	93.65
4/16/2019	308362	MICHAEL V GREENAN	38.59
4/16/2019	308363	MARILYN HICKMAN	25.84
4/16/2019	308364	ARTISTIC INTERIORS, INC	150.00
4/16/2019	308365	THE RYAN FAMILY, REVOCABLE TRUST	79.00
4/16/2019	308366	EZ DOCK MARINE INC.	116.00
4/16/2019	308367	BRITTANY LONG	100.00
4/16/2019	308368	CHERISH SANCHO	100.00

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4/16/2019	308369	LINDA WESSNER	182.45
4/16/2019	308370	EUGENE SHABANOV	850.00
4/16/2019	308371	GEORGE KUSAJ	103.14
4/16/2019	308372	KEVIN HOGAN	100.00
4/18/2019	308373	ALPHA GENERAL SERVICES INC.	4,389.00
4/18/2019	308374	VISIT FLORIDA	1,500.00
4/18/2019	308375	PROMPT WRECKER SERVICE & SALES, PROMPT TOWING SERVICE	250.00
4/18/2019	308376	SUN COAST MEDIA GROUP INC	381.15
4/18/2019	308377	BLADORN INVESTMENTS INC, MONARCH PRINTING & DESIGN	407.00
4/18/2019	308378	BLADORN INVESTMENTS INC, MONARCH PRINTING & DESIGN	104.00
4/18/2019	308379	PRIDE ENTERPRISES	12,040.50
4/18/2019	308380	PRIDE ENTERPRISES	103.60
4/18/2019	308381	MAC PAPERS INC	446.10
4/18/2019	308382	REDWOOD TOXICOLOGY LAB, INC	572.00
4/18/2019	308383	REDWOOD TOXICOLOGY LAB, INC	325.08
4/18/2019	308384	FLUID CONTROL SPECIALTIES INC	750.97
4/18/2019	308385	EWT HOLDINGS III CORP, EVOQUA WATER TECHNOLOGIES	1,250.00
4/18/2019	308386	STAHLMAN-ENGLAND IRRIGATION, INC	300.00
4/18/2019	308387	WHERRY TRUCK LINES/DBA, GREEN WASTE DISPOSAL	1,549.38
4/18/2019	308388	WHERRY TRUCK LINES/DBA, GREEN WASTE DISPOSAL	949.62
4/18/2019	308389	MUNICIPAL EMERGENCY SERVICES	3,714.00
4/18/2019	308390	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	3,134.32
4/18/2019	308391	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	1,187.54
4/18/2019	308392	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	1,171.29
4/18/2019	308393	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	487.09
4/18/2019	308394	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	459.72
4/18/2019	308395	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	116.35
4/18/2019	308396	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	102.16
4/18/2019	308397	PREMIER BIOTECH INC	300.00
4/19/2019	308398	SANDRA K ADOMATIS, DBA ADOMATIS APPRAISAL	550.00
4/19/2019	308399	AIR MECHANICAL & SERVICE CORP	5,857.63
4/19/2019	308400	AJAX PAVING INDUSTRIES OF, FLORIDA, LLC	2,480.92
4/19/2019	308401	COASTAL ENGINEERING CONSULTANT	13,491.98
4/19/2019	308402	EDISON OIL CO	7,711.22
4/19/2019	308403	ELECTRO MECHANICAL SOUTH INC	4,709.44
4/19/2019	308404	FLEISCHMAN GARCIA ARCHITECTS, PLANNING INTERIOR DESIGN	56,525.00
4/19/2019	308405	GARDEN STREET IRON & METAL INC	2,038.80
4/19/2019	308406	J M TODD INC	3,773.07

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4/19/2019	308407	KIMLEY-HORN & ASSOCIATES INC	1,625.00
4/19/2019	308408	MALONEY'S SOD INC	9,490.00
4/19/2019	308409	TITAN ATLANTIC CEMENT IND DBA, TITAN FLORIDA LLC	9,073.10
4/19/2019	308410	PETROLEUM TRADERS CORP	37,055.61
4/19/2019	308411	PUBLIC RESOURCES MANAGEMENT, GROUP, INC	6,059.75
4/19/2019	308412	SOUTHERN SEWER EQUIPMENT SALES	19,348.31
4/19/2019	308413	G4S SECURE SOLUTIONS (USA) INC	8,003.00
4/19/2019	308414	UNIVERSAL SIGNS, DIVISION OF MCCAIN SALES	1,200.00
4/19/2019	308415	BRIGHTVIEW LANDSCAPE SERVICES	1,338.33
4/19/2019	308416	CHARLOTTE COUNTY SHERIFF'S OFC	734.38
4/19/2019	308417	CHARLOTTE HARBOR WATER ASSOC.	536.55
4/19/2019	308418	FARR FARR EMERICH HACKETT, CARR AND HOLMES, PA	640.00
4/19/2019	308419	FLORIDA LEAGUE OF CITIES INC.	975.00
4/19/2019	308420	FLORIDA POWER & LIGHT CO	3,296.60
4/19/2019	308421	GRAYBAR ELECTRIC	4,080.80
4/19/2019	308422	HOME DEPOT CREDIT SERVICES	4.97
4/19/2019	308423	JOHNSON ENGINEERING	13,266.25
4/19/2019	308424	PEACE RIVER/MANASOTA REGIONAL, WATER SUPPLY AUTHORITY	1,036,116.40
4/19/2019	308425	SUNSHINE STATE ONE CALL OF FL	305.30
4/19/2019	308426	THE ANIMAL WELFARE LEAGUE, OF CHARLOTTE COUNTY INC	21,561.01
4/19/2019	308427	TINDALE-OLIVER AND ASSOCIATES	20,035.30
4/19/2019	308428	VICKIE L. POTTS	247.00
4/19/2019	308429	CHARLOTTE COUNTY, CLERK OF CIRCUIT COURT	24,670.00
4/19/2019	308430	ODYSSEY MANUFACTURING CO	3,975.40
4/19/2019	308431	CITY OF PUNTA GORDA	19,743.73
4/19/2019	308432	DEPT OF BUSINESS & PROF REG	21,603.94
4/19/2019	308433	METRO ICE INC	108.00
4/19/2019	308434	LANGUAGE LINE SERVICES DBA, LANGUAGE LINE SOLUTIONS	41.29
4/19/2019	308435	SUMMIT HOME RESPIRATORY SVCS	217.00
4/19/2019	308436	RINKER MATERIALS	3,038.31
4/19/2019	308437	TEKPLAN SOLUTIONS FLORIDA LLC	330.00
4/19/2019	308438	ALL STAT HOME HEALTH	1,417.50
4/19/2019	308439	AMERICAN MANAGEMENT RESOURCES	1,250.00
4/19/2019	308440	SOUTHWEST FLORIDA LIBRARY, NETWORK	8.89
4/19/2019	308441	DUNBAR ARMORED INC	343.97
4/19/2019	308442	FL DEPT OF FINANCIAL SVC, DIV WORKERS' COMPENSATION	5,587.30
4/19/2019	308443	MOTOROLA SOLUTIONS INC	32,629.42
4/19/2019	308444	PALMDALE OIL CO INC, DBA LAKE OIL CO	15,458.23
4/19/2019	308445	SIEMENS INDUSTRY INC	1,679.00
4/19/2019	308446	FISHER SCIENTIFIC CO	1,483.53
4/19/2019	308447	WESCO TURF, INC	11,552.03
4/19/2019	308448	DELL MARKETING LP	210.84

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4/19/2019	308449	GRAINGER INDUSTRIAL SUPPLY	1,988.96
4/19/2019	308450	ATKINS NORTH AMERICA INC	13,249.66
4/19/2019	308451	UNITED SUBCONTRACTORS, INC, DBA:WEST COAST INSULATION	4,923.00
4/19/2019	308452	FL DEPT OF JUVENILE JUSTICE	12,422.27
4/19/2019	308453	BLU SITE SOLUTIONS OF, SOUTHWEST FLORIDA INC	54.20
4/19/2019	308454	MARONDA HOMES INC	24.46
4/19/2019	308455	SIGN TECH INC.	135.00
4/19/2019	308456	W KEVIN RUSSELL PA	484.00
4/19/2019	308457	FLORIDA RURAL LEGAL SERVICES	12,941.32
4/19/2019	308458	KIEWIT INFRASTRUCTURE SOUTH CO	1,329,603.89
4/19/2019	308459	STANTEC CONSULTING SERVICES, INC.	12,404.25
4/19/2019	308460	SWEET SPARKMAN ARCHITECTS, FKA TOTEMS ARCHITECTURE	5,216.00
4/19/2019	308461	SYLVESTER EXCAVATING INC	10,626.00
4/19/2019	308462	OLSON PAINTING OF CHARLOTTE, COUNTY, INC.	1,074.21
4/19/2019	308463	ANSWERFIRST COMMUNICATION INC	162.33
4/19/2019	308464	USDA, APHIS	39,907.34
4/19/2019	308465	PINNACLE BUILDING CORPORATION	5,848.50
4/19/2019	308466	BONNESS INC	414,520.05
4/19/2019	308467	C T FIRE PROTECTION, INC.	407.50
4/19/2019	308468	SUNCOAST ONE TITLE, & CLOSING, INC	439.56
4/19/2019	308469	MWASTE, INC.	284.90
4/19/2019	308470	GREENMAN-PEDERSEN, INC.	1,324.83
4/19/2019	308471	COREY COMPRESSOR, INC	14,270.80
4/19/2019	308472	SUN PRINT MANAGEMENT LLC	307.65
4/19/2019	308473	WALKERS SERVICE INC	30,753.00
4/19/2019	308474	FIRST INTERNATIONAL TITLE INC	24.05
4/19/2019	308475	SMG	90,000.00
4/19/2019	308476	KELLEY ENTERPRISES, INC DBA, KELLY TRUCK	15,107.61
4/19/2019	308477	INTELLIGENT TRANSPORTATION, SERVICES, INC	2,800.00
4/19/2019	308478	PREFERRED GOVERNMENTAL CLAIM, SOLUTIONS	3,728.90
4/19/2019	308479	CHRISTOPHER G CONSTANCE	1,921.68
4/19/2019	308480	THE SAND RAKER, LLC	565.00
4/19/2019	308481	AMER-PRIDE PEST CONTROL SVC, PRIME-SCAPE SERVICES	500.00
4/19/2019	308482	INTELLIGENT INFRASTRUCTURE, SOLUTIONS LLC	1,570.00
4/19/2019	308483	KASS SHULER PA	68.57
4/19/2019	308484	CABLEXPRESS CORP, DBA CXTEC	1,198.00
4/19/2019	308485	HOMETOWN TITLE & CLOSING SVCS, LLC	13.00
4/19/2019	308486	CENTURYLINK INC	6,656.19
4/19/2019	308487	SCHROEDER MANAGEMENT, CONSULTANTS	1,100.00
4/19/2019	308488	LIRA SOD INC.	6,287.40
4/19/2019	308489	BERLIN PATTEN EBLIN, PLLC	45.62
4/19/2019	308490	TITLE JUNCTION LLC	8.18

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4/19/2019	308491	KENNEDY ELECTRIC OF PUNTA, GORDA, INC.	40.00
4/19/2019	308492	BAY SHELLFISH CO.	8,500.00
4/19/2019	308493	COMPUTERS AT WORK, INC., DBA VTECH	1,012.48
4/19/2019	308494	PAUL HEIMBROCK, P H BELL AND CLOCK COMPAN	695.00
4/19/2019	308495	ACRO SERVICE CORPORATION	1,463.20
4/19/2019	308496	DSM TECHNOLOGY CONSULTANTS LLC	2,119.16
4/19/2019	308497	HAWKINS, INC. DBA HAWKINS, WATER TREATMENT GROUP	1,257.36
4/19/2019	308498	LEESAR INC, LEESAR REGIONAL SERVICE	2,806.05
4/19/2019	308499	ERS CONSTRUCTION	5,483.62
4/19/2019	308500	BEN BAILEY	217.50
4/19/2019	308501	MCKESSON MEDICAL SURGICAL INC	608.45
4/19/2019	308502	HEALTH AID COMPANY INC	140.00
4/19/2019	308503	GRAY ROBINSON P.A.	2,500.00
4/19/2019	308504	JANINA STAMOULIS	95.47
4/19/2019	308505	SECURT HOLDING DBA:, CIA ACCESS	496.05
4/19/2019	308506	M&M SERVICEZ INC	585.00
4/19/2019	308507	FLORIDA HALF CENTURY AMATEUR, SOFTBALL ASSOCIATION	1,924.00
4/19/2019	308508	COMMUNICATIONS INTERNATIONAL	102,029.29
4/19/2019	308509	WORLD FUEL SERVICES, INC.	347.27
4/19/2019	308510	WEST SAFETY SERVICES INC	14,388.44
4/19/2019	308511	AMERICAN FACILITY SERVICES,INC	8,275.00
4/19/2019	308512	FRONTIER COMMUNICATIONS CORP	977.71
4/19/2019	308513	WAYNE A. SULLIVAN	45.34
4/19/2019	308514	WIDEIKIS, BENEDICT & BERNTSSON	446.67
4/19/2019	308515	LEANN BECKWITH	48.08
4/19/2019	308516	GPS INSIGHT, LLC	3,206.40
4/19/2019	308517	MILORAD PUDJA PLUMBING LLC	69,255.00
4/19/2019	308518	AFFORDABLE PALM SERVICE INC	160.00
4/19/2019	308519	THERMO ELECTRON N AMERICA LLC	2,456.00
4/19/2019	308520	CRIME SHIELD FIRE & SECURITY	1,776.88
4/19/2019	308521	R2J CHEMICAL SERVICES INC	1,000.00
4/19/2019	308522	ESQUIRE TITLE & ESCROW P.A.	79.59
4/19/2019	308523	PERRY'S BEACH SERVICE INC	10,400.00
4/19/2019	308524	RADARSIGN LLC	27,300.00
4/19/2019	308525	LKRT LLC DBA, WASHINGTON LOOP MINE	5,151.63
4/19/2019	308526	LAPIN SEPTIC TANK SERVICE INC, DBA LAPIN SERVICES	5,671.50
4/19/2019	308527	CROWNE CONSULTING GROUP INC	195,316.96
4/19/2019	308528	CROWNE CONSULTING GROUP INC	35,741.73
4/19/2019	308529	WENDIE VESTFALL	48.60
4/19/2019	308530	WEX BANK DBA, WRIGHT EXPRESS FSC	1,479.40
4/19/2019	308531	IWANTNEWBLINDS, INC DBA, SHUTTERS, BLINDS & DESIGN	490.00
4/19/2019	308532	DANIEL BARKER DBA, LIFE BALANCE KUNG FU LLC	150.00
4/19/2019	308533	DYNAFIRE INC	1,005.00
4/19/2019	308534	KIMBERLY BATEY	140.36

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4/19/2019	308535	CLAUDIA ROCA	213.60
4/19/2019	308536	MICHAEL J LARSON	317.45
4/19/2019	308537	JANE CARROLL E BUSINESS, WITH A DREAM	35.44
4/19/2019	308538	JOSEPH J GALLAGHER	18.24
4/19/2019	308539	LESLEY KAY ROSE	63.20
4/19/2019	308540	CROWN PROPERTY RENTAL LLC	148.03
4/19/2019	308541	STEVEN K RING	31.74
4/19/2019	308542	MAUREEN ANNE JOHNS	28.38
4/19/2019	308543	FELICITA SANYET	2,076.54
4/19/2019	308544	BABCOCK PROPERTY HOLDINGS, LLC	88,409.00
4/19/2019	308545	MICHAEL CLAYTON	75.00
4/19/2019	308546	ANTONIO CHAVEZ	38.25
4/19/2019	308547	LAWRENCE BROOKS	276.77
4/19/2019	308548	LISA SULLIVAN	92.69
4/19/2019	308549	KAREN BARNHARD	330.00
4/19/2019	308550	SEAN C PROSUCH	73.75
4/23/2019	308551	ALTERNATIVE HOMEMAKING WITH, A HEART	651.00
4/23/2019	308552	BUFFALO GRAFFIX	956.43
4/23/2019	308553	CHARLOTTE ENGINEERING AND, SURVEYING, INC	44,374.17
4/23/2019	308554	COASTAL ENGINEERING CONSULTANT	9,596.50
4/23/2019	308555	DAVID M. JONES JR & ASSOC INC	1,500.00
4/23/2019	308556	J M TODD INC	945.61
4/23/2019	308557	TITAN ATLANTIC CEMENT IND DBA, TITAN FLORIDA LLC	2,843.03
4/23/2019	308558	PETROLEUM TRADERS CORP	16,064.74
4/23/2019	308559	SUNSTATE METER & SUPPLY INC	4,579.17
4/23/2019	308560	CHARLOTTE COUNTY SHERIFF'S OFC	95.63
4/23/2019	308561	FLORIDA POWER & LIGHT CO	4,104.81
4/23/2019	308562	TRANSAMERICA LIFE INSURANCE CO	91.92
4/23/2019	308563	FLORIDA GULF COAST UNIVERSITY	175.00
4/23/2019	308564	SHAW INDUSTRIES, INC. DBA, SHAW INTEGRATED SOLUTIONS	2,579.69
4/23/2019	308565	GARY D. HARRELL	208.32
4/23/2019	308566	FIRST AMERICAN TITLE INSURANCE, COMPANY	389.61
4/23/2019	308567	PALMDALE OIL CO INC, DBA LAKE OIL CO	15,649.05
4/23/2019	308568	FERGUSON ENTERPRISES INC #3326, DBA POLLARDWATER	4,485.00
4/23/2019	308569	PHYSIO-CONTROL INC	1,729.95
4/23/2019	308570	DELL MARKETING LP	10,398.82
4/23/2019	308571	JONES EDMUNDS & ASSOCIATES	25,682.50
4/23/2019	308572	BLU SITE SOLUTIONS OF, SOUTHWEST FLORIDA INC	360.00
4/23/2019	308573	MARONDA INC.	173.81
4/23/2019	308574	HARVARD JOLLY, INC	7,601.56
4/23/2019	308575	CERTIFIED INSPECTION SERVICE	80.00
4/23/2019	308576	DR HORTON INC	36.52
4/23/2019	308577	DR HORTON INC	36.52

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4/23/2019	308578	ELAINE LOVEGROVE	10.45
4/23/2019	308579	SUNCOAST ONE TITLE, & CLOSING, INC	9.83
4/23/2019	308580	CHRISTINA POWELL	145.25
4/23/2019	308581	CONSTRUCTION DIMENSIONS INC	10,000.00
4/23/2019	308582	RICHARD J. ROSENBAUM, P.A.	125.00
4/23/2019	308583	NATHAN MCMANUS	263.27
4/23/2019	308584	AMER-PRIDE PEST CONTROL SVC, PRIME-SCAPE SERVICES	10,400.00
4/23/2019	308585	B & K PLUMBING INC	9,500.00
4/23/2019	308586	INTELLIGENT INFRASTRUCTURE, SOLUTIONS LLC	6,518.56
4/23/2019	308587	BOSTON NATIONAL TITLE LLC	22.85
4/23/2019	308588	HOMETOWN TITLE & CLOSING SVCS, LLC	113.65
4/23/2019	308589	SNYDER HOMES LLC	49.81
4/23/2019	308590	JACKSON SIGNS & T-SHIRTS	1,007.20
4/23/2019	308591	COMPUTERS AT WORK, INC., DBA VTECH	7,510.96
4/23/2019	308592	RICHARD KOLAR	99.77
4/23/2019	308593	HAWKINS, INC. DBA HAWKINS, WATER TREATMENT GROUP	1,917.10
4/23/2019	308594	KYLE VULGAMORE	166.00
4/23/2019	308595	ERS CONSTRUCTION	2,320.66
4/23/2019	308596	MCKESSON MEDICAL SURGICAL INC	1,516.77
4/23/2019	308597	GRAY ROBINSON P.A.	11,218.28
4/23/2019	308598	MONIER CONSTRUCTION LLC	1,775.00
4/23/2019	308599	BUSINESS MANAGEMENT CONSULTANT	600.00
4/23/2019	308600	WORLD FUEL SERVICES, INC.	699.15
4/23/2019	308601	MID FLORIDA COMMERCIAL SVCS	525.00
4/23/2019	308602	LYONS TITLE & TRUST	297.01
4/23/2019	308603	CHMURA ECONOMICS & ANALYTICS, LLC	7,426.30
4/23/2019	308604	WIDEIKIS, BENEDICT & BERNTSSON	148.09
4/23/2019	308605	MCTEMPO INVESTMENTS INC, DBA C&D PRINTING	4,995.00
4/23/2019	308606	GIANNELL TITLE, LLC, ESCROW ACCOUNT	194.62
4/23/2019	308607	HAROLD HICKCOX	1,468.82
4/23/2019	308608	JOHNATHAN MEYERS	560.07
4/23/2019	308609	AFFORDABLE PALM SERVICE INC	250.00
4/23/2019	308610	CRIME SHIELD FIRE & SECURITY	2,775.00
4/23/2019	308611	ESQUIRE TITLE & ESCROW P.A.	42.84
4/23/2019	308612	TCA VENTURE INC DBA, HOOVER PRESSURE CLEANING	1,600.00
4/23/2019	308613	VITALIY ZHIGULIN	118.26
4/23/2019	308614	LAGROW IRRIGATION & WELL, DRILLING INC.	6,854.25
4/23/2019	308615	CORRECTIONAL RISK SERVICES INC	2,415.06
4/23/2019	308616	EMPIRE DAWN LLC	161.67
4/23/2019	308617	ROBERT J MANNINO	950.00
4/23/2019	308618	GREEN DREAM INTERNATIONAL	5,445.68
4/23/2019	308619	CUMMINS INC., DBA CUMMINS SALES & SERV	4,957.00
4/23/2019	308620	MARY LOU BAGLEY	11,201.00
4/23/2019	308621	GUAVA PROPERTIES LLC	112.05

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4/23/2019	308622	EDWARD J SILVA, SR	223.78
4/23/2019	308623	GARY L BURKE	174.84
4/23/2019	308624	TRAVIS DECERE	186.17
4/23/2019	308625	TAMIAMI INVESTMENT, PARTNERS LLC	2,348.81
4/23/2019	308626	ACCURATE COMPLETE TITLE INC	43.86
4/23/2019	308627	A+ ACTION APPLIANCE SERVICE &, SALES	170.75
4/23/2019	308628	DEBRA KNOWLES	3,789.52
4/23/2019	308629	DARLENE NOVAK	4,295.08
4/25/2019	308630	MADER ELECTRIC MOTORS	4,897.50
4/25/2019	308631	T T TECHNOLOGIES, INC	4,650.00
4/25/2019	308632	SUN COAST MEDIA GROUP INC	5,877.76
4/25/2019	308633	BLADORN INVESTMENTS INC, MONARCH PRINTING & DESIGN	104.00
4/25/2019	308634	BLADORN INVESTMENTS INC, MONARCH PRINTING & DESIGN	104.00
4/25/2019	308635	MAC PAPERS INC	2,170.44
4/25/2019	308636	POLYDYNE INC	7,213.26
4/25/2019	308637	STAHLMAN-ENGLAND IRRIGATION, INC	100.00
4/25/2019	308638	STAHLMAN-ENGLAND IRRIGATION, INC	80.00
4/25/2019	308639	IMPACT DATASOURCE LLC	5,683.00
4/25/2019	308640	STRATEGY MARKETING GROUP, INC, DBA PANTHER PRINTING	118.00
4/25/2019	308641	STRATEGY MARKETING GROUP, INC, DBA PANTHER PRINTING	73.50
4/25/2019	308642	STRATEGY MARKETING GROUP, INC, DBA PANTHER PRINTING	39.00
4/25/2019	308643	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	1,448.61
4/25/2019	308644	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	1,158.11
4/25/2019	308645	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	756.80
4/25/2019	308646	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	538.94
4/25/2019	308647	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	523.38
4/25/2019	308648	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	237.64
4/25/2019	308649	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	204.32
4/25/2019	308650	COMPLETE PLUMBING, INC., DBA RAY'S PLUMBING	102.16
4/25/2019	308651	DEAN, MEAD, EGERTON,BLOODWORTH, CAPOUANO & BOZARTH, P.A	5,000.00
4/26/2019	308652	ALTERNATIVE HOMEMAKING WITH, A HEART	22,166.10
4/26/2019	308653	CHARLOTTE ENGINEERING AND, SURVEYING, INC	8,235.00
4/26/2019	308654	CUMMINS SOUTHEASTERN POWER INC	3,729.33
4/26/2019	308655	EDISON OIL CO	6,788.22
4/26/2019	308656	J M TODD INC	647.90
4/26/2019	308657	MALONEY'S SOD INC	19,194.50
4/26/2019	308658	TITAN ATLANTIC CEMENT IND DBA, TITAN FLORIDA LLC	11,039.49

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4/26/2019	308659	RING POWER CORPORATION	1,800.00
4/26/2019	308660	SCS ENGINEERS/SCS FIELD, SERVICES	23,691.60
4/26/2019	308661	G4S SECURE SOLUTIONS (USA) INC	4,460.10
4/26/2019	308662	UNIVERSAL SIGNS, DIVISION OF MCCAIN SALES	4,253.35
4/26/2019	308663	WILLIS A SMITH CONSTRUCTION	458,219.82
4/26/2019	308664	CHARLOTTE COUNTY BAR ASSOC	75.00
4/26/2019	308665	CHARLOTTE COUNTY SHERIFF'S OFC	255.00
4/26/2019	308666	CHARLOTTE HARBOR ENVIRONMENTAL, CENTER	5,000.00
4/26/2019	308667	FLORIDA POWER & LIGHT CO	162,674.65
4/26/2019	308668	FLORIDA POWER & LIGHT CO	51,547.27
4/26/2019	308669	FLORIDA POWER & LIGHT CO	1,181.60
4/26/2019	308670	JOHNSON ENGINEERING	41,149.67
4/26/2019	308671	JOHNSON ENGINEERING	9,749.18
4/26/2019	308672	REMEMBRANCE SVC OF FL DBA, KAYS-PONGER FUNERAL HOME	625.00
4/26/2019	308673	LEE COUNTY ELECTRIC CO-OP	1,465.04
4/26/2019	308674	SARASOTA-MANATEE-, CHARLOTTE I.A.F.F.	8,533.14
4/26/2019	308675	PAINTERS DISTRICT COUNCIL #78	2,050.00
4/26/2019	308676	SECURITY CORP OF CHARLOTTE, PORT CHARLOTTE ANSWERING	995.95
4/26/2019	308677	CHARLOTTE COUNTY, CLERK OF CIRCUIT COURT	160,170.00
4/26/2019	308678	CHARLOTTE COUNTY UTILITIES	238.88
4/26/2019	308679	ACTION AUTOMATIC DOOR & GATE	369.30
4/26/2019	308680	GE WALKER INC	8,200.00
4/26/2019	308681	ODYSSEY MANUFACTURING CO	5,144.88
4/26/2019	308682	CITY OF PUNTA GORDA	11,003.52
4/26/2019	308683	CITY OF PUNTA GORDA	15.34
4/26/2019	308684	UNITED SAFETY ASSOCIATES INC	6,270.00
4/26/2019	308685	BRUCE SCHELLINGER	80.00
4/26/2019	308686	SUMMIT HOME RESPIRATORY SVCS	1,484.16
4/26/2019	308687	S.O.S. SEPTIC INC.	480.00
4/26/2019	308688	RICOH USA INC	141.79
4/26/2019	308689	HYATT SURVEY SERVICES, INC	1,319.80
4/26/2019	308690	VICTOR CAVALERI	180.86
4/26/2019	308691	RINKER MATERIALS	12,486.83
4/26/2019	308692	ALL STAT HOME HEALTH	9,507.65
4/26/2019	308693	HERC RENTALS INC	14,200.00
4/26/2019	308694	SANDERS LABORATORIES INC	4,703.00
4/26/2019	308695	UNITED WAY OF CHARLOTTE COUNTY	781.38
4/26/2019	308696	STATE OF FLORIDA	5,440.16
4/26/2019	308697	CDW LLC, DBA CDW GOVERNMENT, CDWG,	14,549.54
4/26/2019	308698	HACH COMPANY	4,352.70
4/26/2019	308699	FL DEPT OF ENVIRONMENTAL, PROTECTION	75.00
4/26/2019	308700	FL DEPT OF ENVIRONMENTAL, PROTECTION	75.00

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4/26/2019	308701	HACH COMPANY	3,026.97
4/26/2019	308702	FISHER SCIENTIFIC CO	1,207.80
4/26/2019	308703	DELL MARKETING LP	193.54
4/26/2019	308704	FPL ENERGY SERVICES	2,025.02
4/26/2019	308705	DAVID WATSON	80.00
4/26/2019	308706	BLU SITE SOLUTIONS OF, SOUTHWEST FLORIDA INC	2,490.00
4/26/2019	308707	ICON TECHNOLOGIES	1,927.23
4/26/2019	308708	NEW JERSEY FAMILY SUPPORT, PAYMENT CENTER	366.00
4/26/2019	308709	STANTEC CONSULTING SERVICES, INC.	45.49
4/26/2019	308710	EMBARQ FLORIDA DBA, CENTURYLINK	143.39
4/26/2019	308711	EMILY LEWIS	346.40
4/26/2019	308712	SYLVESTER EXCAVATING INC	11,640.00
4/26/2019	308713	KEY SALT & WATER CONDITIONING, INC	193.00
4/26/2019	308714	OLSON PAINTING OF CHARLOTTE, COUNTY, INC.	1,390.93
4/26/2019	308715	MICHAEL J. LOONEY, INC.	1,183.00
4/26/2019	308716	GLENN SIEGEL, PA	1,120.00
4/26/2019	308717	NYS CHILD SUPPORT PROCESSING	250.00
4/26/2019	308718	PRICELESS INKJET CARTRIDGE CO	557.53
4/26/2019	308719	INTELLIGENT TRANSPORTATION, SERVICES, INC	4,738.00
4/26/2019	308720	CARRIE HUSSEY	28.33
4/26/2019	308721	INTELLIGENT INFRASTRUCTURE, SOLUTIONS LLC	500.00
4/26/2019	308722	ZERO WASTE USA	4,439.60
4/26/2019	308723	XYLEM INC, WATER CO. INC	4,994.00
4/26/2019	308724	OHIO CHILD SUPPORT PAYMENT CTR	88.49
4/26/2019	308725	GENERAL ELEVATOR SOLUTIONS	1,203.00
4/26/2019	308726	ALLEGIANT AIR, LLC	5,000.00
4/26/2019	308727	WARREN CATERSON	200.00
4/26/2019	308728	KEN DOHERTY	539.02
4/26/2019	308729	LIRA SOD INC.	12,236.95
4/26/2019	308730	WORKSCAPES, INC.	2,459.02
4/26/2019	308731	KENNEDY ELECTRIC OF PUNTA, GORDA, INC.	887.14
4/26/2019	308732	SYNAGRO-WWT INC	10,332.36
4/26/2019	308733	DANIEL FOISSETT	16.00
4/26/2019	308734	THURMAN OWENS	16.00
4/26/2019	308735	LEESAR INC, LEESAR REGIONAL SERVICE	15,837.31
4/26/2019	308736	O & L LAW GROUP, PL	236.11
4/26/2019	308737	ERS CONSTRUCTION	19,341.00
4/26/2019	308738	MCKESSON MEDICAL SURGICAL INC	211.49
4/26/2019	308739	ELIZABETH NELSON	224.00
4/26/2019	308740	WORLD FUEL SERVICES, INC.	282.42
4/26/2019	308741	HOME HEALTH CARE RESOURCES, CORP.	1,119.80
4/26/2019	308742	SAFETY TRAINING OF FLORIDA INC	3,150.00
4/26/2019	308743	ALABAMA CHILD SUPPORT, PAYMENT CTR (ALCSPC)	261.69

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4/26/2019	308744	EDUCATIONAL CREDIT MGMNT CORP, (ECMC)	154.21
4/26/2019	308745	DIANA BELLO	80.00
4/26/2019	308746	MONICA KAY TOMS	1,000.00
4/26/2019	308747	ALYCIA PAGE DBA, SHORELINE REPUBLIC LLC	500.00
4/26/2019	308748	CIAACCESS	2,624.99
4/26/2019	308749	AFFORDABLE PALM SERVICE INC	2,055.00
4/26/2019	308750	CRIME SHIELD FIRE & SECURITY	710.09
4/26/2019	308751	DOBBS EQUIPMENT, LLC	8,019.68
4/26/2019	308752	CHARLOTTE COUNTY FIREFIGHTERS, PARAMEDICS BENEVOLENT AS	220.00
4/26/2019	308753	A2 GROUP, INC.	63,449.55
4/26/2019	308754	LKRT LLC DBA, WASHINGTON LOOP MINE	6,157.11
4/26/2019	308755	VITAL RECORDS HOLDINGS LLC DBA, VITAL RECORDS CONTROL/V	251.16
4/26/2019	308756	US DEPT OF EDUCATION, NATIONAL PAYMENT CENTER	202.72
4/26/2019	308757	STATE OF FL DISBURSEMENT UNIT	512.94
4/26/2019	308758	PC SOLUTIONS & INTEGRATION INC	68,125.20
4/26/2019	308759	GREEN DREAM INTERNATIONAL	769.45
4/26/2019	308760	CUMMINS INC., DBA CUMMINS SALES & SERV	6,869.05
4/26/2019	308761	MIRION TECHNOLOGIES (MGPI) INC	3,709.36
4/26/2019	308762	DYNAFIRE INC	250.00
4/26/2019	308763	POP WARNER LIL SCHOLARS, PORT CHARLOTTE BANDITS	200.00
4/26/2019	308764	EDWARD J SILVA, SR	223.78
4/26/2019	308765	GLEN SCHROEDER	623.54
4/26/2019	308766	EDWARD MARINELLI	95.25
4/26/2019	308767	CYNTHIA & FERDINAND, BALSAMO	600.00
4/26/2019	308768	ANDREU PALMA LAVIN SOLIS PLLC, TRUST ACCOUNT	1,692.26
4/26/2019	308769	WEST COAST INLAND NAVIGATION, DISTRICT - WCIND	10,000.00
4/26/2019	308770	JEFF HILL	783.70
4/26/2019	308771	CONNARD PROPERTIES LLC, CO IBERIA BANK RYAN ULRIC	1,800.00
4/26/2019	308772	JUAN VITERI	82.74
4/26/2019	308773	STEVEN WAGES	82.74
4/26/2019	308774	TYLER FAIRCLOTH	82.74
4/26/2019	308775	YASMANY MENDOZA	82.74
4/30/2019	308776	SANDRA K ADOMATIS, DBA ADOMATIS APPRAISAL	1,500.00
4/30/2019	308777	AJAX PAVING INDUSTRIES OF, FLORIDA, LLC	159.34
4/30/2019	308778	AJAX PAVING INDUSTRIES OF, FLORIDA, LLC	124.62
4/30/2019	308779	DAVID M. JONES JR & ASSOC INC	9,800.00
4/30/2019	308780	BRIGHTVIEW LANDSCAPE SERVICES	1,100.00
4/30/2019	308781	WILLIS A SMITH CONSTRUCTION	32,905.05
4/30/2019	308782	CHARLOTTE COUNTY AIRPORT	2,500.00
4/30/2019	308783	CHARLOTTE COUNTY AIRPORT	50.00

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4/30/2019	308784	CHARLOTTE COUNTY SHERIFF'S OFC	5,624,891.33
4/30/2019	308785	CHARLOTTE COUNTY SHERIFF'S OFC	16,666.66
4/30/2019	308786	CHARLOTTE HARBOR ENVIRONMENTAL, CENTER	2,100.00
4/30/2019	308787	GRAYBAR ELECTRIC	113.52
4/30/2019	308788	LEE COUNTY ELECTRIC CO-OP	421.76
4/30/2019	308789	RIAZUL H. IMAMI MD, OFFICE MEDICAL EXAMINER	51,096.50
4/30/2019	308790	CITY OF PUNTA GORDA	2,000.00
4/30/2019	308791	FLORIDA GULF COAST UNIVERSITY	3,525.00
4/30/2019	308792	WILLIAM G. TRUEX	609.60
4/30/2019	308793	GASPARILLA MARINA	1,164.80
4/30/2019	308794	ADVANCED DATA PROCESSING INC	24,255.45
4/30/2019	308795	FPL ASSIST	VOID
4/30/2019	308796	FPL ASSIST	16,722.32
4/30/2019	308797	MOTOROLA SOLUTIONS INC	10,220.00
4/30/2019	308798	BRENNTAG MID-SOUTH, INC	1,384.50
4/30/2019	308799	PERSONAL PRINTING SERVICE LLC	725.00
4/30/2019	308800	TRANSPORTATION CONTROL SYS INC	558.00
4/30/2019	308801	AMERICAN WATER WORKS ASSOC	790.00
4/30/2019	308802	HACH COMPANY	1,666.62
4/30/2019	308803	FISHER SCIENTIFIC CO	1,613.66
4/30/2019	308804	HDR ENGINEERING, INC	4,600.00
4/30/2019	308805	OFFICE DEPOT	19.13
4/30/2019	308806	GRAINGER INDUSTRIAL SUPPLY	199.29
4/30/2019	308807	THE FLORIDA BAR	265.00
4/30/2019	308808	ATKINS NORTH AMERICA INC	4,259.00
4/30/2019	308809	SHERRY MUNROE	52.00
4/30/2019	308810	CHARLOTTE COUNTY CENTER LLC	2,557.49
4/30/2019	308811	GSV ENTERPRISES INC DBA, CPR COURIER	100.00
4/30/2019	308812	OLSON PAINTING OF CHARLOTTE, COUNTY, INC.	11,017.92
4/30/2019	308813	CHARLOTTE BEHAVIORAL, HEALTH CARE	111,223.00
4/30/2019	308814	DR HORTON INC	519.78
4/30/2019	308815	DR HORTON INC	18.24
4/30/2019	308816	SUNCOAST ONE TITLE, & CLOSING, INC	167.24
4/30/2019	308817	SUNCOAST ONE TITLE, & CLOSING, INC	53.26
4/30/2019	308818	SUNCOAST ONE TITLE, & CLOSING, INC	36.09
4/30/2019	308819	SUNCOAST ONE TITLE, & CLOSING, INC	20.20
4/30/2019	308820	SUNCOAST ONE TITLE, & CLOSING, INC	18.12
4/30/2019	308821	SAFARI MICRO, INC	11,354.88
4/30/2019	308822	LAW OFFICE OF HARLAN R, DOMBER, PA	45.66
4/30/2019	308823	BLUE WATER ENVIRONMENTAL, CONSULTANTS LLC	6,226.00
4/30/2019	308824	JP MORGAN CHASE	154.60
4/30/2019	308825	TIMIOS INC	83.31
4/30/2019	308826	FIRST INTERNATIONAL TITLE INC	32.77
4/30/2019	308827	FIRST INTERNATIONAL TITLE INC	38.48
4/30/2019	308828	FIRST INTERNATIONAL TITLE INC	25.78

General Disbursements 04/10/19 -04/30/19
Warrants 308106-308892

Check Date	Check Number	Vendor Name	Amount
4/30/2019	308829	SMG	7,197.31
4/30/2019	308830	INTEGRITY TITLE SERVICES INC	86.03
4/30/2019	308831	ROSEN & ROSEN INDUSTRIES INC, DBA R &R INDUSTRIES INC	2,523.51
4/30/2019	308832	PRICELESS INKJET CARTRIDGE CO	91.74
4/30/2019	308833	DANIEL V O'LEARY III MD PA	4,440.11
4/30/2019	308834	CHRISTINA POWELL	26.00
4/30/2019	308835	STEPHEN R. DEUTSCH	200.00
4/30/2019	308836	NORTH AMERICA FIRE EQUIPMENT, CO INC DBA NAFECO OF FL	150,000.00
4/30/2019	308837	ALL FLORIDA FIRE EQUIPMENT CO	685.00
4/30/2019	308838	INTELLIGENT INFRASTRUCTURE, SOLUTIONS LLC	435.00
4/30/2019	308839	HOMETOWN TITLE & CLOSING SVCS, LLC	56.83
4/30/2019	308840	HOMETOWN TITLE & CLOSING SVCS, LLC	15.61
4/30/2019	308841	ALTISOURCE SOLUTIONS INC	17.97
4/30/2019	308842	SECURITY TITLE & ABSTRACT LLC	187.58
4/30/2019	308843	PERMA-FIX OF FLORIDA, INC. DBA, PERMA-FIX ENVIRONMENTAL	9,135.00
4/30/2019	308844	HAWKINS, INC. DBA HAWKINS, WATER TREATMENT GROUP	210.38
4/30/2019	308845	ERS CONSTRUCTION	4,060.00
4/30/2019	308846	TRAVIS MORTIMER	255.52
4/30/2019	308847	JLJI PC LLC	24,346.63
4/30/2019	308848	SUGAR BERT BOXING PROMOTIONS, LLC	1,350.00
4/30/2019	308849	A+ ENVIRONMENTAL, RESTORATION, LLC	6,300.00
4/30/2019	308850	FOXIT SOFTWARE INC.	934.08
4/30/2019	308851	WIDEIKIS, BENEDICT & BERNTSSON	481.26
4/30/2019	308852	WIDEIKIS, BENEDICT & BERNTSSON	86.03
4/30/2019	308853	WIDEIKIS, BENEDICT & BERNTSSON	45.69
4/30/2019	308854	WIDEIKIS, BENEDICT & BERNTSSON	17.73
4/30/2019	308855	LAURIE COVENTRY-PAYNE	100.00
4/30/2019	308856	COUNTRY LIFE INSURANCE COMPANY, C/O COLLIERS INTL	3,859.41
4/30/2019	308857	MURDOCK PLAZA LLC	3,326.04
4/30/2019	308858	JAMES P. CROWLEY	772.50
4/30/2019	308859	ENVIRONMENTAL PRODUCTS GROUP	2,910.00
4/30/2019	308860	PATRIOT TITLE SERVICES, LLC, ESCROW ACCOUNT	87.65
4/30/2019	308861	PATRIOT TITLE SERVICES, LLC, ESCROW ACCOUNT	49.81
4/30/2019	308862	NICKALE CORP	2,268.68
4/30/2019	308863	CAROLYN WINDER	190.00
4/30/2019	308864	CRIME SHIELD FIRE & SECURITY	1,285.50
4/30/2019	308865	SRQ PORT CHARLOTTE, LLC	81.55
4/30/2019	308866	SRQ PORT CHARLOTTE, LLC	40.32
4/30/2019	308867	JOSHUA OVERMYER	193.50
4/30/2019	308868	VITAL RECORDS HOLDINGS LLC DBA, VITAL RECORDS CONTROL/V	92.27
4/30/2019	308869	LEE COUNTY HOUSING DEV CORP	496.20
4/30/2019	308870	PODIUMS DIRECT CO	4,880.57

General Disbursements 04/10/19 -04/30/19
Warrants 308106-308892

Check Date	Check Number	Vendor Name	Amount
4/30/2019	308871	WEX BANK DBA, WRIGHT EXPRESS FSC	62.20
4/30/2019	308872	CARMINE CUZZOLINO	22.18
4/30/2019	308873	GEORGE HARNEW	103.08
4/30/2019	308874	JACK WILLIAMS	74.06
4/30/2019	308875	YVONNE M MENDELSON	363.10
4/30/2019	308876	CAROL F KNOUSE	26.18
4/30/2019	308877	MELLEX TITLE SERVICES LLC	38.78
4/30/2019	308878	FIRST CHOICE HAIRCUTTERS, ENGIE INSIGHT SERVICES IN	117.10
4/30/2019	308879	A J R ENTERPRISES	55.17
4/30/2019	308880	JOSEPH J MCNAMARA	37.85
4/30/2019	308881	LINTON O YARBROUGH	11.25
4/30/2019	308882	HICKORY POINT BANK, ED BEASLEY SEP IRA	19.73
4/30/2019	308883	NOEL C PIETERS	63.79
4/30/2019	308884	FOREVER YOUNG	48.63
4/30/2019	308885	AGNES R CAMPAGNE	73.93
4/30/2019	308886	KAUFMAN LYNN CONSTRUCTION	1,561.02
4/30/2019	308887	WATERSIDE FINANCIAL CORP	532.69
4/30/2019	308888	DEAN CAMPBELL	198.36
4/30/2019	308889	BARRY E THORNE	50.00
4/30/2019	308890	LILY TOADVINE	250.00
4/30/2019	308891	TOM HENRY	100.00
4/30/2019	308892	DESTINY MORLEY	123.62
		Total	**$16,926,496.91**

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: B - 1.

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1 DEPARTMENT MAKING REQUEST

Minutes Division

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the following Minutes:
April 9, 2019 BCC Regular and Land Use Meeting
April 18, 2019 BCC Pre-Agenda
April 23, 2019 BCC Regular and Land Use Meeting

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
040919_BCC_Regular_and_Land_Use_Meeting.pdf	April 9, 2019 BCC Regular and Land Use Meeting	5/1/2019	Backup Material
041819_BCC_Pre-Agenda.pdf	April 18, 2019 BCC Pre-Agenda	5/1/2019	Backup Material
042319_BCC_Regular_and_Land_Use_Meeting.pdf	April 23, 2019 BCC Regular and Land Use Meeting	5/1/2019	Backup Material

BOARD OF COUNTY COMMISSIONERS

APRIL 9, 2019

A Regular and Land Use Meeting was held at the Murdock Administration Complex in Commission Chambers; Room 119, Port Charlotte, Florida.

The following members were present: Chair Doherty, Commissioner Constance, Commissioner Deutsch, Commissioner Tiseo, and Commissioner Truex. Also in attendance were: County Administrator Sandrock, County Attorney Knowlton, Internal Audit Director Revallo, and Minutes Clerk Cash. The following members were absent: None

The Meeting was called order at 9:00 am

The Invocation was given by Pastor Bill Frank, First Baptist Church of Punta Gorda, followed by the Pledge of Allegiance.

Changes to the Agenda

Addition #1: R-4 Authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.
Requested by: Commission Office

Addition #2: R-5 Discussion and direction on Impact Fee study.
Requested by: Commission Office

Change #1: Proclamations Added Proclamation, Artist of the Month.
Requested by: Administration

Change #2: R-4 Added attachment – Updated HB3139 Clarification Letter. Corrected HB number in paragraph 4 of the letter.
Requested by: Commission Office

Deletion #1: I-3 Set a Charlotte Harbor Community Redevelopment Agency meeting on April 23, 2019 at 10:00 a.m., or as soon thereafter in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida.
Requested by: Economic Development Office

Deletion #2: I-2 a) Approve addendum to the Hangar and Building Lease between the County and the Airport Authority, which will extend the lease term by an additional two years and make other necessary changes to the Master Lease; and b) Permit Charlotte County School Board to sublease Charlotte County's space for Aviation Airframe and Power Plant Mechanics' ("A&P") Certification Program.
Change, deleted part b and updated title, 4/3/19
Requested by: Economic Development Office

COMMISSIONER CONSTANCE MOVED TO APPROVE CHANGES TO THE AGENDA, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

Proclamations - Commissioner Ken Doherty

COMMISSIONER TRUEX MOVED TO APPROVE THE PROCLAMATIONS, SECONDED BY COMMISSIONER CONSTANCE

MOTION CARRIED 5:0.

Florida Water Conservation Month

Dennis Ragosta accepted the Proclamation.

Library Appreciation Month

Dianne and Stan Munson accepted the Proclamation.

Military Heritage Museum

Retired Brigadier General Fred Buckingham, USAF accepted the Proclamation.

Parliamentary Law Month

Stephanie King, Louis Rivera, Christine Sutherland, Libby Curnow, and Valerie Colbert accepted the Proclamation.

(Change #1) Added Proclamation, **Artist of the Month - Nancy McCune**

Nancy McCune accepted the Proclamation.

Employee Recognition

5 Years: Daniel Foissett, Utilities; Pooja Patel, County Attorney; **10 Years:** Michael Norton, Community Services; Gerard Steimle, Utilities; **20 Years:** Colleen Barbour, Public Works; Brian Barnes, Public Works; **25 Years:** Jason Ouimet, Public Works; **30 Years:** Celso Milano, Public Works; and Kenneth Robinson, Public Works.

Award Presentations

CITIZEN INPUT - AGENDA ITEMS ONLY

David Kesselring spoke to authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter and Resolution for Issuance of Revenue Bonds by the Charlotte County IDA for Town & County Utilities, Inc. (Babcock Ranch Phase II).

Stephen Rabinowitz discussed authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Lou Ellen Wilson commented on Fire Station 10 Site Selection.

Thomas Brancheau mentioned authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Candyce Cohen opined Fire Station 10 Site Selection.

Bill Caldwell spoke to Fire Station 10 Site Selection.

Lorraine Arsenault discussed 2019 Speed Limit Ordinance for Various County Roadway Sections.

Al Marchand commented on 2019 Speed Limit Ordinance for Various County Roadway Sections.

Harry Farringer mentioned 2019 Speed Limit Ordinance for Various County Roadway Sections.

Joan Fischer opined authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Kim Wallace, Tarpon Real Estate spoke to Fire Station 10 Site Selection.

Scott Rockoff discussed Fire Station 10 Site Selection.

Paul Rizzo commented on authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Angie Hacker opined authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Brian Brunderman mentioned authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Douglas Tucker spoke to authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

Michael Zarzano discussed authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

COMMITTEE VACANCIES

Charlotte County is seeking volunteers to serve on the following Committees:

The following **MSBU/TU Advisory Boards** are seeking volunteers who must be both a property owner within and reside within the Unit. Submit applications to Public Works Department, 7000 Florida Street, Punta Gorda, FL 33950; call 941.575.3600 or e-mail MSBU-TU@CharlotteCountyFL.gov.

• **Boca Grande Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.

• **Englewood East Non-Urban Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.
• **Gardens of Gulf Cove Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

• **Greater Port Charlotte Street & Drainage Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2021.

• **Grove City Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.

• **Harbour Heights Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

• **Manasota Key Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

• **Mid-Charlotte Stormwater Utility Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.

• **Northwest Port Charlotte Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.

• **Rotonda Sands North Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.

• **Rotonda West Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

REPORTS RECEIVED AND FILED

2018 Annual CRA Reports:
Parkside CRA
Murdock Village CRA
Charlotte Harbor CRA

Taken Out Of Order

PUBLIC HEARING AGENDA

S. 10:00 A.M. Public Hearing

1. Conduct a Public Hearing to Amend Competitive Sealed Bid Process

Purchasing

Conduct a public hearing to consider adoption of an ordinance to amend the competitive sealed bid process to repeal the local business preference by amending general ordinances and special acts Chapter 1-2, Article VI, Section 1-2-186 of the Code of Laws and Ordinances of Charlotte County, Florida. **ORD 2019-007**

Kim Corbett, Purchasing Senior Division Manager gave a brief overview of amending the competitive sealed bid process and responded to Board inquiries.

Chair Doherty questioned amendment. **Commissioner Deutsch** inquired about local business preference and amendment.

Public Hearing - None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0

COMMISSIONER CONSTANCE MOVED TO APPROVE ORDINANCE 2019-007 OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, AMENDING GENERAL ORDINANCES AND SPECIAL ACTS CHAPTER 1-2, ARTICLE VI, SECTION 1-2-186 OF THE CODE OF LAWS AND ORDINANCES OF CHARLOTTE COUNTY, FLORIDA, ENTITLED COMPETITIVE SEALED BID PROCESS TO AMEND THE COMPETITIVE SEAL BID PROCESS BY REPEALING THE LOCAL BUSINESS PREFERENCE FOR COMPETITIVE BIDS; PROVIDING FOR INCLUSION IN THE CHARLOTTE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

PRESENTATION AGENDA

T. 10:00 A.M. - No Items

CONSENT AGENDA

COMMISSIONER TRUEX MOVED TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF N-1, SECONDED BY COMMISSIONER TISEO

MOTION CARRIED 5:0.

Clerk of the Circuit Court

A. Comptroller Division

1. Finance

RECOMMENDED ACTION: Approve the Clerk's Finance Memorandum. BUDGETED ACTION: No action needed.

B. Minutes Division

1. Minutes

RECOMMENDED ACTION: Approve the following Minutes:
March 12, 2019 BCC Regular and Land Use Meeting
March 19, 2019 BCC Economic Development Director Interviews
March 21, 2019 BCC Pre-Agenda

BUDGETED ACTION: No action needed.

Board of County Commissioners

C. Commission Office - No Items

D. County Administration

Administration - No Items

Public Information Office - No Items

E. County Attorney

1. Set a Public Hearing to Consider Amending Chapter 1-4, General Ordinances and Special Acts Section 1-4-36, Animals Prohibited in Public Parks, etc.

RECOMMENDED ACTION: Set a public hearing for Tuesday, April 23, 2019 at 10:00 a.m. or as soon thereafter as can be heard in Room 119 at 18500 Murdock Circle, Port Charlotte, to consider adoption of an ordinance to amend the Charlotte

County Code to provide clarification of service animals allowed in Charlotte County public parks, public playgrounds, public school premises, public buildings and on public beaches. BUDGETED ACTION: No action needed.

F. Budget and Administrative Services

Fiscal Services - No Items

Information Technology - No Items

Purchasing

1. 17-122, Ainger Creek Boat Ramp Improvements (Facilities)

RECOMMENDED ACTION: Approve Change Order #1 to Request for Letters of Interest (RLI) 17-122, WO#40 (Contract #15-421), Ainger Creek Boat Ramp Improvements in the amount of $141,980. This is for the design of construction improvements for the Ainger Creek Boat Ramp. BUDGETED ACTION: No action needed. Budgeted in CIP project, "Boating Improvements," as approved in the FY19 budget process. Funding is supplied from Capital Projects, ad valorem.

2. 19-210, Award, US41 Water Main Replacement (Utilities)

RECOMMENDED ACTION: a) Approve award of Bid #19-210, US41 Water Main Replacement to the lowest responsive, responsible bidder, Wright Construction Group, Inc. of Fort Myers, Florida for a total cost of $3,596,669.84; and b) Approve Resolution and budget adjustment BA19-025, in the amount of $280,000 increasing the FY19 adopted CIP project "US 41 Southbound Utility Improvements Enterprise Drive to Midway Blvd" for construction, including contingency. BUDGETED ACTION: Approve Resolution and budget adjustment BA19-025, in the amount of $280,000 increasing the FY19 adopted CIP project "US 41 Southbound Utility Improvements Enterprise Drive to Midway Blvd" for construction, including contingency. Funding for the project is provided by the Utility Renewal and Replacement Fund. **RES 2019-039**

3. 19-096, Award, Lift Station 815 Rehabilitation (Utilities)

RECOMMENDED ACTION: Approve award of Bid #19-096, Lift Station 815 Rehabilitation to the lowest responsive, responsible bidder, U.S. Water Services Corporation of New Port Richey, Florida for a total project cost of $597,554.14. BUDGETED ACTION: No action needed. Budgeted in the Utility Capital Maintenance Plan, as approved in the FY19 budget process.

4. 15-374, Amendment #3, Justice Center Expansion - Design (Facilities)

RECOMMENDED ACTION: a) Approve Amendment #3 to Contract 15-374 Justice Center Expansion - Design, with Sweet Sparkman Architects of Sarasota, Florida for the Commissioning and Design of a whole building stand-by-generator for the Charlotte County Justice Center for the Lump Sum increase of $52,198.29 to the contract amount; and b) Authorize the Chairman to sign Amendment #3. BUDGETED ACTION: No action needed. Budgeted in CIP project, "Justice Center Expansion," as approved in the FY19 budget process, and as later amended. Funding is supplied from Growth Increment Fund, ad valorem ($19,300), and the 2014 Sales Tax Extension ($32,898.29).

5. Property Deletions for the Month of April, 2019 (Purchasing)

RECOMMENDED ACTION: Approve the deletion of the property inventory items listed on the attached for the month of April, 2019. BUDGETED ACTION: No action needed.

Real Estate Services

6. Englewood Water District Water Main Easement

RECOMMENDED ACTION: Approve Resolution authorizing the Chairman to execute a Utility Easement to Englewood Water District to satisfy the conditions for the Louisiana Avenue Street Vacation. BUDGETED ACTION: No action needed. **RES 2019-040**

Risk Management - No Items

Transit - No Items

G. Community Development - No Items

H. Community Services

Parks and Natural Resources - No Items

Recreation - No Items

Libraries and Historical - No Items

Community Services - No Items

I. Economic Development

1. Resolution for Issuance of Revenue Bonds by the Charlotte County IDA for Town & County Utilities, Inc (Babcock Ranch Phase II)

RECOMMENDED ACTION: Approve Resolution approving the issuance by the Charlotte County Industrial Development Authority of private activity revenue bonds for Town & Country Utilities, Inc. (Babcock Ranch Phase II). BUDGETED ACTION: No action needed. **RES 2019-041**

(Deletion #2) ~~2. Airport Authority Lease Addendum and School District Sublease~~

~~(Change) Deleted part b and updated title, 4/3/19~~

~~RECOMMENDED ACTION: a) Approve addendum to the Hangar and Building Lease between the County and the Airport Authority, which will extend the lease term by an additional two years and make other necessary changes to the Master Lease; and b) Permit Charlotte County School Board to sublease Charlotte County's space for Aviation Airframe and Power Plant Mechanics' ("A&P") Certification Program. BUDGETED ACTION: No action needed.~~

(Deletion #1) ~~3. Set a Charlotte Harbor Community Redevelopment Agency Meeting on April 23, 2019~~

~~RECOMMENDED ACTION: Set a Charlotte Harbor Community Redevelopment Agency meeting on April 23, 2019 at 10:00 a.m., or as soon thereafter in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida. BUDGETED ACTION: No action needed.~~

J. Facilities Construction and Maintenance - No Items

K. Human Resources - No Items

L. Human Services - No Items

M. Public Safety - No Items

N. Public Works

1. 2019 Speed Limit Ordinance for Various County Roadway Sections

RECOMMENDED ACTION: Set a public hearing for April 23, 2019 at 10:00 a.m., or soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider approving an ordinance setting new or modifying existing speed limits on various sections of Charlotte County Roadways. BUDGETED ACTION: No action needed. Budgeted in the respective MSBU and Road and Bridge Sign Maintenance as approved in the FY19 budget process. Funding for this expenditure ($2,880) is provided from the respective MSBUs and Road and Bridge maintenance funds.

Commissioner Constance inquired about Piper Road.

John Elias, Public Works Director referenced Piper Road speed limit.

COMMISSIONER CONSTANCE MOVED TO APPROVE SETTING A PUBLIC HEARING FOR APRIL 23, 2019 AT 10:00 A.M., OR SOON THEREAFTER AS MAY BE HEARD, IN ROOM 119 AT 18500 MURDOCK CIRCLE, PORT CHARLOTTE, FLORIDA, TO CONSIDER APPROVING AN ORDINANCE SETTING NEW OR MODIFYING EXISTING SPEED LIMITS ON VARIOUS SECTIONS OF CHARLOTTE COUNTY ROADWAYS, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

2. No Parking Along Harbour Drive, Kenesaw Street and Rampart Blvd

RECOMMENDED ACTION: Set a public hearing for April 23, 2019 at 10:00 AM, or soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider approving an ordinance prohibiting the parking (all day or overnight) of vehicles along various roadway sections listed below: • Harbour Drive: Addington Place to Voyageur Drive (All Day) • Kenesaw Street: Cedarwood Street to Castlerock Lane (Overnight) • Rampart Blvd: 100 feet from either side of Lake Shore Condo Entrance (Overnight) BUDGETED ACTION: No action needed. Budgeted in the respective MSBU and Road and Bridge Sign Maintenance as approved in the FY19 budget process. Funding for this expenditure ($1,000) is provided from the respective MSBUs and Road and Bridge maintenance funds.

O. Tourism Development - No Items

P. Utilities

1. Hillsborough Potable Water Transmission System

RECOMMENDED ACTION: Approve Resolution and budget adjustment BA19-020 in the amount of $150,000 increasing the FY19 adopted budget for new CIP project "Hillsborough Potable Water Transmission System." BUDGETED ACTION: Approve Resolution and budget adjustment BA19-020 in the amount of $150,000 increasing the FY19 adopted budget for new CIP project "Hillsborough Potable Water Transmission System." Funding is supplied from Water Connection Fees. **RES 2019-042**

Q. Other Agencies - No Items

REGULAR AGENDA

R. Regular Agenda

1. Appoint by Ballot - Rotonda West Street and Drainage MSBU Advisory Board

Committee Vacancies

Choose by ballot to fill the unexpired term of Steve Bandy on the Rotonda West Street & Drainage MSBU Advisory Board. This appointment will be effective immediately and will expire on October 31, 2019.

COMMISSIONER TRUEX MOVED TO APPROVE THOMAS LANG TO SERVE ON THE ROTONDA WEST STREET & DRAINAGE MSBU ADVISORY BOARD, SECONDED BY COMMISSIONER CONSTANCE

MOTION CARRIED 5:0.

2. Fire Station 10 Site Selection

Facilities Management

a) Approve and accept Fire Station 10 future site evaluation report and recommendation; and b) Authorize Chairman to execute a resolution for Real Estate Services Manager, or designee, to proceed with necessary steps to negotiate and submit purchase and sale agreement for Board approval. **RES 2019-043**

David Milligan, Facilities Construction and Maintenance Director gave a brief overview of Fire Station 10 future site evaluation report, recommendation, and responded to Board inquiries.

Robert Smith, Real Estate Services Manager discussed real estate sites.

Travis Mortimer, Assistant County Administrator spoke to MSBU process timeline, real estate sites, and cost analysis.

County Administrator Sandrock commented on MSBU process timeline and trim notices.

Chair Doherty discussed MSBU process timeline and real estate sites. **Commissioner Constance** mentioned costs, real estate sites, and MSBU process timeline. **Commissioner Deutsch** spoke to real estate sites. **Commissioner Truex** commented on real estate sites, costs, existing site, and MBSU process timeline.

COMMISSIONER TRUEX MOVED TO POSTPONE ITEM TO THE FIRST MEETING IN MAY FOR FURTHER INFORMATION, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

3. Sales Tax Program Update

County Administration

Presentation and discussion on Sales Tax Program update.

Mr. Mortimer gave a brief overview of the Objectives, Program Cash Flow, Today's Updates, Piper Road Extension, Punta Gorda Library, A closer look at Tringali Campus, North Charlotte Aquatics Center, In Design, 2020 Sales Tax Plan, Recognition of Excellence, and responded to Board inquiries.

Tommy Scott, Community Services Director spoke to North County Aquatics Center pool.

Chair Doherty opined David Milligan's career. **Commissioner Constance** spoke to Program Cash Flow, Piper Road Extension, Community Services renovations, North Charlotte Aquatics Center pool, Family Services Center, Olean Boulevard, and Harbor Boulevard. **Commissioner Deutsch** commented on North Charlotte Aquatics Center pool. **Commissioner Truex** discussed Tringali Campus and Program Cash Flow.

COMMISSIONER TRUEX MOVED TO SUPPORT THE NORTH CHARLOTTE AQUATICS CENTER PROPOSAL AND FINISH WITH FUNDS NECESSARY, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

(Addition #1) 4. Authorize the Chairman to execute the clarification letter regarding HB3139, the Babcock Ranch hurricane shelter.

(Change #2) Added attachment - HB3139 Clarification Letter. Corrected HB number in paragraph 4 of the letter.

Chair Doherty mentioned clarification letter and Appropriation Project Request process. **Commissioner Constance** spoke to clarification letter and legislative authority. **Commissioner Deutsch** discussed proposed shelter, state legislature operations, Board standard operating procedure, public meetings, shelter locations, letter clarification, Board rules, and legislative authority. **Commissioner Tiseo** opined clarification letter, Appropriation Project Request, Board rules, Florida Statutes, public meetings, Legislative Agenda, and pulling the bill.

County Attorney Knowlton referenced Appropriation Project requestor, Legislative Agenda priorities, HB3139, clarification letter, and state legislature operations.

COMMISSIONER TISEO MOVED TO WITHDRAW THE BABCOCK RANCH HURRICANE SHELTER HB3139 BILL

MOTION FAILED DUE TO LACK OF A SECOND

COMMISSIONER CONSTANCE MOVED TO APPROVE AUTHORIZING THE CHAIRMAN TO EXECUTE THE CLARIFICATION LETTER REGARDING HB3139, THE BABCOCK RANCH HURRICANE SHELTER, WITH THE UNDERSTANDING TO REFORMAT THE LETTER ON THE APPROPRIATE LETTERHEAD AND ADDRESS IT TO THE PROPER PERSON, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 4:1., COMMISSIONER TISEO OPPOSED

(Addition #2) 5. Impact Fee Study Discussion and Direction

Commissioner Constance discussed updating impact fee study and timeline. **Commissioner Deutsch** inquired about timeline. **Commissioner Truex** spoke to sales tax projects, cost, and 20 Year Plan needs.

County Administrator Sandrock mentioned Impact Fee Study cost, Staff time expense, sales tax projects, and timeline.

County Attorney Knowlton noted updating the Impact Fee Study.

COMMISSIONER CONSTANCE MOVED TO DIRECT STAFF TO GET A PROPOSAL OUT TO GET AN UPDATED IMPACT FEE STUDY, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

RECESS: 11:51 am - 1:00 pm

1 P.M. CITIZEN INPUT - ANY SUBJECT

Nichole Ellen, a representative from Childrens Network of Southwest Florida noted programs and services provided, Child Abuse Prevention Awareness Month, and Manicure Movement campaign.

William Charles Trawick, Jr. discussed Fruitland Avenue safety concerns.

Joan Fischer opined the Babcock Ranch hurricane shelter clarification letter.

AA. County Administrator:

County Administrator Sandrock indicated old Punta Gorda Library options.

Chair Doherty noted Punta Gorda Library options. **Commissioner Constance** mentioned old Punta Gorda Library options. **Commissioner Deutsch** commented on Punta Gorda Library options. **Commissioner Tiseo** discussed Punta Gorda Library options. **Commissioner Truex** spoke to Punta Gorda Library options.

BB. County Attorney: None

CC. Commissioner Comments:

Chair Doherty discussed County official seal usage, Florida Association of Counties (FAC) Legislative Day meetings, and West Coast Inland Navigation District (WCIND) Meeting. **Commissioner Constance** spoke to County official seal usage and WCIND Meeting. **Commissioner Deutsch** commented on County official seal usage. **Commissioner Tiseo** conveyed a motion to withdraw the Babcock Ranch hurricane shelter HB3139 bill. **Commissioner Truex** opined Palm Beach County Resolution regarding Lake Okeechobee.

RECESS: 1:22 pm – 2:00 pm

LAND USE PUBLIC HEARING AGENDA

U. 2:00 P.M. Land Use Public Hearing

Minutes Clerk Cash administered oath for testimony.

1. STN-19-00001, Heritage Landing

Community Development

Approve Resolution granting a Street Name Change to Lennar Homes, LLC, for all of Tern Bay Boulevard, under Petition #STN-19-00001. **RES 2019-044**
Legislative

Steven Ellis, Planner II gave a brief overview of STN-19-00001, 2017 Aerial Location Map, Future Land Use Designations, Zoning Designations, and Proposed Changes.

Attorney Rob Berntsson, Applicant Representative reviewed the platted area, name change, DRI, and history.

Public Hearing – None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

COMMISSIONER CONSTANCE MOVED TO APPROVE RESOLUTION 2019-044 GRANTING A STREET NAME CHANGE TO LENNAR HOMES, LLC, FOR ALL OF TERN BAY BOULEVARD, UNDER PETITION #STN-19-00001, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

2. FP-16-09-05, Windward Isles

Community Development

Approve Final Plat and Developer's Agreement for Vasco PGF Development, LLC, for Windward Isles Subdivision, under Petition #FP-16-09-05. **AGR 2019-022**
Quasi-Judicial

Chair Doherty polled the Board for Ex Parte Disclosures. **Chair Doherty, Commissioner Deutsch, Commissioner Tiseo,** and **Commissioner Truex** advised they submitted the required forms to the Clerk's Office.

Mr. Ellis asked to be accepted as an expert planner, and gave a brief overview of FP-16-09-05, 2017 Aerial Location Map, Future Land Use Designations, Zoning Designations, Proposed Changes, and responded to Board inquiries.

Attorney Geri Waksler, Applicant Representative accepted Mr. Ellis as an expert planner, discussed plat, developer's agreement, lot sizes, easements, wetland area, water access, and filtration marsh.

Commissioner Constance inquired about water access and lots. **Commissioner Deutsch** inquired about lot sizes and wetlands.

Public Hearing - None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

COMMISSIONER TRUEX MOVED TO APPROVE FINAL PLAT AND DEVELOPER'S AGREEMENT FOR VASCO PGF DEVELOPMENT, LLC, FOR WINDWARD ISLES SUBDIVISION, UNDER PETITION #FP-16-09-05, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

3. PV-19-01-01, South Punta Gorda Heights

Community Development

Approve Resolution granting a Plat Vacation to P.G.B.K. Properties, LLC for a portion of the Amended Plat of South Punta Gorda Heights and Its First Addition Subdivision, under Petition #PV-19-01-01. **RES 2019-045**
Legislative

Mr. Ellis gave a brief overview of PV-19-01-01, Aerial Location Map, Future Land Use Designations, Zoning Designations, Proposed Changes, and responded to Board inquiries.

Attorney Geri Waksler, Applicant Representative reviewed assembling properties, development tract, Saint Pierre Road, neighboring properties, and concept plan.

Chair Doherty spoke to Planned Development (PD). **Commissioner Constance** inquired about US 41 access, street vacation, and PD. **Commissioner Truex** discussed acquiring lots, street vacation, and US 41 access points.

Public Hearing - None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

COMMISSIONER TRUEX MOVED TO APPROVE RESOLUTION 2019-045 GRANTING A PLAT VACATION TO P.G.B.K. PROPERTIES, LLC FOR A PORTION OF THE AMENDED PLAT OF SOUTH PUNTA GORDA HEIGHTS AND ITS FIRST ADDITION SUBDIVISION, UNDER PETITION #PV-19-01-01, SECONDED BY CHAIR DOHERTY

MOTION CARRIED 4:1., COMMISSIONER CONSTANCE OPPOSED

ADJOURNED: 2:26 pm

_____
Kenneth W. Doherty, Chair

DATE ADOPTED: _____

ATTEST:

ROGER D. EATON, CLERK
OF THE CIRCUIT COURT AND
EX-OFFICIO OF THE BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

APRIL 18, 2019

A Pre-Agenda Meeting was held in preparation for the **April 23, 2019** Regular and Land Use Meeting at the Murdock Administration Complex in Room B-106, Port Charlotte, Florida.

The following members were present: Chair Doherty, Commissioner Constance, Commissioner Deutsch, Commissioner Tiseo, and Commissioner Truex (via telephone conference). Also in attendance were: County Administrator Sandrock, Deputy County Administrator Flores, County Attorney Knowlton, Minutes Clerk Light, and various County staff members. The following members were absent: None

The Meeting was called to order at 1:30 pm

There was Board discussion on the following items:

Administration: D-1

Fiscal Services: F-1

Purchasing: F-4

Real Estate Services: F-6

Community Development: G-1, G-2

Regular Agenda: R-1, R-2, R-4

10:00 A.M. Public Hearing: S-1

ADJOURNED: 1:59 pm

_____
Kenneth W. Doherty, Chair

DATE ADOPTED: _____

ATTEST:

ROGER D. EATON, CLERK
OF THE CIRCUIT COURT AND
EX-OFFICIO OF THE BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

COUNTY OF CHARLOTTE

Board of County Commissioners
18500 Murdock Circle
Port Charlotte, FL 33948
www.CharlotteCountyFL.gov

County Commissioners
Ken Doherty, District 1, Chairman
Bill Truex, District 3, Vice-Chairman
Christopher Constance, District 2
Stephen R. Deutsch, District 4
Joseph Tiseo, District 5

County Administrator
Raymond J. Sandrock
County Attorney
Janette S. Knowlton
Clerk of the Circuit Court
Roger D. Eaton

Regular and Land Use Meeting

April 23, 2019 9:00 AM
18500 Murdock Circle, Commission Chambers, Room #119

Charlotte County Board of County Commissioners does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the County's functions, including access to and participation in meetings, programs and activities. FM Sound Enhancement Units for the Hearing Impaired are available at the Front Security Desk, Building A of the Murdock Administration Complex. Anyone needing other reasonable accommodation or auxiliary aids and services please contact our office at 941.743.1381, TDD/TTY 941.743.1234, or by email to David.Lyles@charlottecountyfl.gov.

SHOULD ANY AGENCY OR PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING, A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, A VERBATIM RECORD OF THE PROCEEDING IS REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

9:00 A.M.

Call to Order and Roll Call

Invocation- If you wish, please rise for the invocation

Pastor James Stultz
Peace River Baptist Church

Pledge of Allegiance

Changes to the Agenda: See separate sheet.

Proclamations - Commissioner Christopher Constance

Building Safety Month - May
Charlotte County Travel and Tourism Week
Child Care Provider Appreciation Day
Economic Development Week
Hibiscus Day
National Arab American Heritage Month
National Drinking Water Week 2019

National Physical Fitness and Sports Month
Native Tree and Shrub Preservation Week
Water Safety Awareness Day

Employee Recognition

Employee of the Month

Employee of the Month-March 2019
Chad Sutter
Utilities

Award Presentations

1. Commissioners' Award for Customer Service - Commissioner Tiseo

   Second Quarter Commissioners' Award FY 2018/19 - Tracy Herman

CITIZEN INPUT - AGENDA ITEMS ONLY

Anyone wishing to address the Board during this portion of the meeting must fill out a card, state their name for the record, and state which agenda item(s) will be addressed. Remarks shall be limited to 3 minutes (max) and shall be addressed to the Commission as a body, and not to individual members. There will not be any discussion.

COMMITTEE VACANCIES

Charlotte County is seeking volunteers to serve on the following Committees:

Tourist Development Council is seeking one volunteer to represent the tourism industry. The applicant must be a resident of Charlotte County. Length of term is four years. To obtain an application, please contact Diane Whidden at 941-743-1300 or via email at Diane.Whidden@CharlotteCountyFL.gov.

The following **MSBU/TU Advisory Boards** are seeking volunteers who must be both a property owner within and reside within the Unit. Submit applications to Public Works Department, 7000 Florida Street, Punta Gorda, FL 33950; call 941.575.3600 or e-mail MSBU-TU@CharlotteCountyFL.gov.

- **Boca Grande Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.
- **Englewood East Non-Urban Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.
- **Gardens of Gulf Cove Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Greater Port Charlotte Street & Drainage Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2021.
- **Grove City Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.

- **Harbour Heights Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Manasota Key Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.
- **Mid-Charlotte Stormwater Utility Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.
- **Northwest Port Charlotte Waterway Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.
- **Rotonda Sands North Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.

REPORTS RECEIVED AND FILED

CONSENT AGENDA

Clerk of the Circuit Court

A. Comptroller Division

1. Finance

RECOMMENDED ACTION:

Approve the Clerk's Finance Memorandum.

BUDGETED ACTION:

No action needed.

B. Minutes Division

1. Minutes

RECOMMENDED ACTION:

Approve the following Minutes:
March 26, 2019 BCC Regular Meeting
April 4, 2019 BCC Pre-Agenda

BUDGETED ACTION:

No action needed.

Board of County Commissioners

C. Commission Office

1. Appointment - Englewood East Non-Urban Street & Drainage MSBU Advisory Board

RECOMMENDED ACTION:

Approve the appointment of Cathie Skoog to fill the unexpired term of Steven Meusel on the Englewood East Non-Urban Street & Drainage MSBU Advisory Board. This appointment will be effective immediately and will expire on October 31, 2021.

BUDGETED ACTION:

No action needed.

2. Naming Building Construction Services Building

RECOMMENDED ACTION:

Approve a naming request for Building Construction Services.

BUDGETED ACTION:

No action needed.

D. County Administration

Administration

1. Changes to the 2019 BCC Meeting Schedule

RECOMMENDED ACTION:

a) Approve the cancelation of the May 13, 2019 MSBU Workshop; and
b) Approve the cancelation of the June 18, 2019 Monthly Workshop; and
c) Approve scheduling a BCC Meeting on June 18, 2019 at 9:00 a.m., in Room 119 at 18500 Murdock Circle, Port Charlotte; and
d) Approve the cancelation of the July 16, 2019 Monthly Workshop; and
e) Approve rescheduling the Presentation of Tentative Budget set for July 16, 2019 at 2:00 p.m. to July 17, 2019 at 2:00 p.m.

BUDGETED ACTION:

No action needed.

Public Information Office

No Items.

E. County Attorney

1. Facility Use Agreement - Supervisor of Elections

RECOMMENDED ACTION:

a) Approve the Facility Use Agreements with the Supervisor of Elections to authorize use of specified county facilities as polling places; and
b) Approve the Resolution Authorizing the County Administrator or Designee to Enter Into (future) Facility Use Agreements with the Supervisor of Elections.

BUDGETED ACTION:

No action needed.

2. Executive Session concerning the civil lawsuit captioned David McLane v. Charlotte County

RECOMMENDED ACTION:

Conduct an Executive Session on April 23, 2019 at 3:00 p.m. (or as soon thereafter as possible) in the Charlotte County Attorney's Office Conference Room to discuss settlement negotiations and strategy related to litigation expenditures concerning the civil lawsuit captioned *David McLane v. Charlotte County* Case No. 18-0054CA.

BUDGETED ACTION:

No action needed.

F. Budget and Administrative Services

Fiscal Services

1. Marine Advisory Committee FY 2020 Funding Recommendation

RECOMMENDED ACTION:

Approve the Resolution which funds West Coast Inland Navigation District (WCIND) and Boater Improvement Fund (BIF) expenditures for fiscal year 2020 in the amount of $866,857. The Resolution authorizes the County Administrator to sign all necessary grant documents and subrecipient agreements.

BUDGETED ACTION:

No action needed. Funding will be budgeted in the Boater Revolving Fund in the FY2020 budget process. Matching funds are required at 50% for boater safety/education and boater recreation projects qualifying for WCIND funding.

Information Technology

No Items.

Purchasing

2. 19-256, Fire Rescue MSBU Methodology (Public Safety)

RECOMMENDED ACTION:

a) Approve ranking of firms for Request for Proposal #19-256, Fire Rescue MSBU Methodology: 1st Tindale-Oliver & Associates, Inc; and 2nd Government Services Group, Inc.; and
b) Approve start of negotiations; and
c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a firm to review the current assessment methodology utilized for Charlotte County Fire Rescue Municipal Services Benefits Units (MSBU).

BUDGETED ACTION:

No action needed. Budgeted in the Fire Rescue Fund during the FY19 budget process.

3. 19-283, Design-Charlotte County Transit Facility (Facilities)

RECOMMENDED ACTION:

a) Approve the ranking for Request for Proposal #19-283, Design - Charlotte County Transit Facility with the sole submitting firm: Hall Architects of Sarasota, FL; and
b) Approve start of negotiations; and
c) Authorize the Chairman to sign the contract after completion of negotiations. This is for professional design services for a vehicle transit facility.

BUDGETED ACTION:

No action needed. Grant funding for this expenditure is included in the FY18/19 Transit budget.

4. 19-376, Award, Carmalita Park Football Field Sports Lighting Upgrade (Facilities)

RECOMMENDED ACTION:

Approve File #19-376, Carmalita Park Football Field Sports Lighting Upgrade, a piggyback off of Sourcewell (Formerly NJPA) Contract #082114-msl, Athletic Field/Court and Parking Lot Lighting Systems, with Musco Sports Lighting, LLC, located in Muscatine, Iowa, for the total amount of $269,800.

BUDGETED ACTION:

No action needed. Budgeted in the Community Services Capital Maintenance Plan, as approved in the FY19 budget process and later amended. Funding is supplied from Capital Projects, ad valorem.

5. 19-258, Ranking-Design Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility (Facilities)

RECOMMENDED ACTION:

a) Approve ranking of firms for Request for Proposal #19-258, Design Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility: 1st – Morrison-Maierle Inc., and 2nd – Wilder Architecture Inc.; and
b) Approve start of negotiations; and
c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a qualified firm to provide design services of an Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility in Punta Gorda, Florida.

BUDGETED ACTION:

No action needed. Budgeted in CIP project "Airport Rescue and Fire Fighter Training Prop" as approved in FY19 budget process. Grant funding is budgeted in the Fire Rescue Fund and does not require a local match.

Real Estate Services

6. Radio Communications Lease (28100 Challenger Blvd, #107)

RECOMMENDED ACTION:

Approve (and authorize the Chairman to execute) a Lease for office and storage space on behalf of Radio Communications (Charlotte County Fire/EMS) for 1,964 square feet of office and warehouse space located at 28100 Challenger Boulevard, Unit #107.

BUDGETED ACTION:

No action needed. Budgeted in the Radio Communications Fund.

7. Authorization to Vote the County's Ownership Interests in Property Owners Associations, Homeowners Associations and Condominium Associations

RECOMMENDED ACTION:

Approve Resolution authorizing the County Administrator or Manager of the Real Estate Services Division to vote the County's Ownership Interests in Property Owners Associations, Homeowners Associations and Condominium Associations.

BUDGETED ACTION:

No action needed.

Risk Management

No Items.

Transit

No Items.

G. Community Development

1. FP-18-03-03, Bond Reduction

RECOMMENDED ACTION:

Approve a Bond Reduction for DR Horton, Inc., for Calusa Creek Section B, under Petition #FP-18-03-03.

BUDGETED ACTION:

No action needed.

2. FP-18-03-03, Amended Developer's Agreement

RECOMMENDED ACTION:

Approve an Amended Developer's Agreement for DR Horton, Inc., for Calusa Creek Section B, under Petition #FP-18-03-03.

BUDGETED ACTION:

No action needed.

H. Community Services

Parks and Natural Resources

No Items.

Recreation

No Items.

Libraries and Historical

1. Teen Area Naming - Punta Gorda-Charlotte Library

RECOMMENDED ACTION:

Approve naming the teen area of the Punta Gorda-Charlotte Library to the Mary Knowlton Teen Area.

BUDGETED ACTION:

No action needed.

Community Services

No Items.

I. Economic Development

1. Set a Charlotte Harbor Community Redevelopment Agency Meeting on May 14, 2019

RECOMMENDED ACTION:

Set a Charlotte Harbor Community Redevelopment Agency meeting on May 14, 2019 at 10:00 a.m., or as soon thereafter in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida.

BUDGETED ACTION:

No action needed

J. Facilities Construction and Maintenance

1. Public Facilities Strategic Master Space Plan

RECOMMENDED ACTION:

Received and accept “Phase 3 – Public Facilities Strategic Master Space Plan” to serve as a guideline for future general government facilities’ design and development.

BUDGETED ACTION:

No action needed.

K. Human Resources

No Items.

L. Human Services

1. Family Services Center New Tenants Lease

RECOMMENDED ACTION:

a) Approve resolutions for two new 12 month lease agreements - Charlotte Alliance for a Safe and Drug Free Community, Inc Dba Drug Free Charlotte County - The Loveland Center, Inc Dba The Loveland Center; and
b) Authorize the Board Chair to execute the two 12-month lease agreements.

BUDGETED ACTION:

Approved in Family Services Center budget in FY19.

M. Public Safety

No Items.

N. Public Works

1. South Gulf Cove Street & Drainage MSBU Initial and Final Assessment Resolutions

RECOMMENDED ACTION:

a) Approve the Initial Assessment Resolution; and
b) Set a public hearing for July 9, 2019 at 10:00 a.m., or as soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider approving the Final Assessment Resolution.

BUDGETED ACTION:

No action needed. No Financial Impact. Budget will be approved through the regular budget process.

2. Set a public hearing to repeal the duplicative County Code Sections of the South Gulf Cove Street & Drainage MSBU

RECOMMENDED ACTION:

Set a public hearing for July 9, 2019 at 10:00 a.m., or as soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider approving an Ordinance repealing the duplicative County Code Sections of the South Gulf Cove Street and Drainage MSBU.

BUDGETED ACTION:

No action needed. No Financial Impact. Budget will be approved through the regular budget process.

3. Set a public hearing to abolish the South Gulf Cove Beautification Unit and Advisory Board on July 9, 2019

RECOMMENDED ACTION:

Set a public hearing for July 9, 2019, at 10:00 a.m., or as soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider adoption of an ordinance abolishing the South Gulf Cove Beautification Unit and Advisory Board.

BUDGETED ACTION:

No action needed. No Financial Impact. Budget will be approved through the regular budget process.

O. Tourism Development

No Items.

P. Utilities

1. Off-Site Utility Agreement WAWA

RECOMMENDED ACTION:

Approve Off-Site Utility Agreement between the County and the WAWA, Inc.

BUDGETED ACTION:

No action needed. Budgeted in CIP project "Water Transmission/Wastewater Collection Reimbursement" as adopted in the FY19 budget process. Funding is supplied from Sewer Connection Fees.

Q. Other Agencies

No Items.

REGULAR AGENDA

R. Regular Agenda

1. Legislative Update from Congressman Steube

   County Administration

   Congressman Steube to provide Legislative update.

2. 2019 Englewood Beach Waterfest Request for In-kind funding

   Tourist Development

   a) Review and approve in-kind services application for 2019 Englewood Beach Waterfest; and
   b) Authorize the Chairman to execute the in-kind Event Funding Agreement.
   Value of in-kind services requested: $50,000

3. Punta Gorda Library Use

   County Administration

   Discussion and Direction on the use of the current Punta Gorda Library.

PUBLIC HEARING AGENDA

S. 10:00 A.M. Public Hearing

1. 2019 Speed Limit Ordinance for Various County Roadway Sections

   Public Works

   Conduct a public hearing to consider approving an ordinance setting new or modifying existing speed limits on various sections of Charlotte County Roadways as depicted in Exhibits 1 through 6.

2. No Parking Along Harbour Drive, Kenesaw Street and Rampart Blvd

   Public Works

   Conduct a public hearing to consider approving an ordinance prohibiting the parking (all day or overnight) of vehicles along various roadway sections listed below:
   - Harbour Drive: Addington Place to Voyageur Drive (All Day)
   - Kenesaw Street: Cedarwood Street to Castlerock Lane (Overnight)

- Rampart Blvd: 100 feet from either side of the entrance to Lakeshore of Charlotte County Condominium Association (Overnight)

3. Amending Chapter 1-4, General Ordinances and Special Acts Section 1-4-36, Animals Prohibited in Public Parks, etc.

   County Attorney

   Conduct a public hearing to consider adoption of an ordinance to amend the Charlotte County Code to provide clarification of service animals allowed in Charlotte County public parks, public playgrounds, public school premises, public buildings and on public beaches.

4. Second Quarterly Budget Adjustments

   Budget and Administrative Services

   Conduct a public hearing approving the Resolution to adopt budget adjustments that amend the FY18/19 budget. These adjustments which impact various funds are needed to align the FY18/19 budget with required changes and actual activity.

PRESENTATION AGENDA

T. 10:00 A.M.

No Items.

1 P.M. CITIZEN INPUT - ANY SUBJECT

Anyone wishing to address the Board during this portion of the meeting must state their name for the record. Remarks, on any County related subject, shall be limited to 3 minutes (max) and shall be addressed to the Commission as a body, and not to individual members. There will not be any discussion.

LAND USE PUBLIC HEARING AGENDA

U. 2:00 P.M. Land Use Public Hearing

1. DRC-19-00019 Murdock Village Phase I

   Community Development

   Private Equity Group, LLC is requesting Final Detail Site Plan approval for infrastructure only to serve the future residential/commercial development (Murdock Village Phase I). The project site is 434.68+/- acre and is located at 1051 O'Donnell Blvd., Port Charlotte, FL. in Section 11, Township 40, Range 21.

   Quasi-Judicial

2. MMPD to the Existing KIA PD, Z-19-03-04

   Community Development

   Approve an Ordinance pursuant to Section 125.66, Florida Statutes, amending the Charlotte County Zoning Atlas from Planned Development (PD) to PD. This is a major modification of an existing PD to revise Condition i (Signage) of approval; for property located northeast of Tamiami Trail (U.S. 41), south of Hillsborough Boulevard, southeast

of Cranberry Boulevard and west of Bamboo Drive, in the Port Charlotte area, containing 77± acres; Commission District IV; Petition No. Z-19-03-04; applicant: WBF Florida Properties III LLC; providing an effective date.

Quasi-Judicial

AA. County Administrator

BB. County Attorney

CC. Commissioner Comments

County Commissioners
Ken Doherty, District 1, Chairman
Bill Truex, District 3, Vice-Chairman
Christopher Constance, District 2
Stephen R. Deutsch, District 4
Joseph Tiseo, District 5

BOARD OF COUNTY COMMISSIONERS

APRIL 23, 2019

A Regular and Land Use Meeting was held at the Murdock Administration Complex in Commission Chambers; Room 119, Port Charlotte, Florida.

The following members were present: Chair Doherty, Commissioner Constance, Commissioner Deutsch, Commissioner Tiseo, and Commissioner Truex. Also in attendance were: County Administrator Sandrock, County Attorney Knowlton, Finance Director Gervais, and Minutes Clerk Cash. The following members were absent: None

The Meeting was called to order at 9:00 am

The Invocation was given by Pastor James Stultz, Peace River Baptist Church, followed by the Pledge of Allegiance.

Changes to the Agenda

Addition #1: R-4 Approve the "piggyback" of File 19-393, Playground Equipment for Harold Avenue Regional Park, with HGAC Buy, Contract #PR11-18, awarding to BCI Burke Company, LLC., of Fond Du Lac, Wisconsin, for a total cost of $184,383.52.
Requested by: Purchasing (Community Services)

Addition #2: R-5 Approve Resolution Declaring a Local State of Emergency Regarding Structures on Manasota Key.
Requested by: County Attorney

Change #1: S-1 Added attachments: Revised Speed Limit Ordinance, and Revised Exhibits.
Requested by: Public Works

Chair Doherty requested change of Agenda order hearing Citizen Input – Agenda Items Only first and Legislative Update from Congressman Steube second.

COMMISSIONER CONSTANCE MOVED TO APPROVE CHANGES TO THE AGENDA, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

Taken Out Of Order

CITIZEN INPUT - AGENDA ITEMS ONLY

Howard Kunik, City of Punta Gorda Manager spoke to Marine Advisory Committee Fiscal Year 2020 Funding Recommendation.

Gussie Baker mentioned Punta Gorda Library Use.

Frank Desguin, Charlotte County Historical Center Society President commented on Punta Gorda Library Use.

Margie Blackwell, Charlotte County Historical Advisory Committee Member discussed Punta Gorda Library Use.

Taken Out Of Order

REGULAR AGENDA

R. Regular Agenda

1. Legislative Update from Congressman Steube

County Administration

Congressman Steube to provide Legislative update.

Congressman Steube gave a brief Legislative update and responded to Board inquiries.

Chair Doherty spoke to Lake Okeechobee and water quality. **Commissioner Constance** mentioned National Flood Insurance Program (NFIP), offshore drilling, and Lake Okeechobee. **Commissioner Deutsch** commented on William R. Gaines Jr. Veterans Memorial Park. **Commissioner Tiseo** inquired about medical marijuana and school safety. **Commissioner Truex** discussed Lake Okeechobee and the Immigration Citizenship Sub-Committee.

Proclamations - Commissioner Christopher Constance

COMMISSIONER TRUEX MOVED TO APPROVE THE PROCLAMATIONS, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

Building Safety Month - May

Ben Bailey, Tim Rogers, and Julia Galofre accepted the Proclamation.

Charlotte County Travel and Tourism Week

Wendie Vestfall, Tourism Development Director and Staff accepted the Proclamation.

Child Care Provider Appreciation Day

Anne Bouhebent accepted the Proclamation.

Economic Development Week

Dave Gammon, Kay Tracy, Joshua Hudson, Kenna Hubai, and Amanda Benton accepted the Proclamation.

Hibiscus Day

Chair Doherty accepted the Proclamation.

National Arab American Heritage Month

Zahra Schriteh and Lina Baroudi accepted the Proclamation.

National Drinking Water Week 2019

Steve Kipfinger accepted the Proclamation.

National Physical Fitness and Sports Month

Mike Norton accepted the Proclamation.

Native Tree and Shrub Preservation Week

Gary Berger and David Wilson accepted the Proclamation.

Water Safety Awareness Day

Dave Wilson accepted the Proclamation.

Employee Recognition

Employee of the Month

Employee of the Month - March 2019 - Chad Sutter, Utilities

Thomas Hill, Utilities Water Quality Foreman gave a brief overview of Mr. Sutter's career, professionalism, and read customer accolades.

Award Presentations

1. Commissioners' Award for Customer Service - Commissioner Tiseo

Second Quarter Commissioners' Award FY 2018/19 - Tracy Herman

Commissioner Tiseo gave a brief overview of Ms. Herman's career and excellent customer service.

COMMITTEE VACANCIES

Charlotte County is seeking volunteers to serve on the following Committees:

Tourist Development Council is seeking one volunteer to represent the tourism industry. The applicant must be a resident of Charlotte County. Length of term is four years. To obtain an application, please contact Diane Whidden at 941-743-1300 or via email at Diane.Whidden@CharlotteCountyFL.gov.

The following **MSBU/TU Advisory Boards** are seeking volunteers who must be both a property owner within and reside within the Unit. Submit applications to Public Works Department, 7000 Florida Street, Punta Gorda, FL 33950; call 941.575.3600 or e-mail MSBU- TU@CharlotteCountyFL.gov.

• **Boca Grande Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.

• **Englewood East Non-Urban Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.

• **Gardens of Gulf Cove Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

• **Greater Port Charlotte Street & Drainage Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2021.

• **Grove City Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2020.

• **Harbour Heights Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

• **Manasota Key Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

• **Mid-Charlotte Stormwater Utility Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.

• **Northwest Port Charlotte Waterway Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020.

• **Rotonda Sands North Street & Drainage Unit** is seeking one member to fill a vacant unexpired term through October 31, 2021.

REPORTS RECEIVED AND FILED - No Items

CONSENT AGENDA

Commissioner Constance referenced Marine Advisory Committee Fiscal Year 2020 Funding Recommendation. **Commissioner Truex** discussed Marine Advisory Committee Fiscal Year 2020 Funding Recommendation.

COMMISSIONER DEUTSCH MOVED TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF C-2 AND F-7, SECONDED BY COMMISSIONER CONSTANCE

MOTION CARRIED 5:0.

Clerk of the Circuit Court

A. Comptroller Division

1. Finance

RECOMMENDED ACTION: Approve the Clerk's Finance Memorandum. BUDGETED ACTION: No action needed.

B. Minutes Division

1. Minutes

RECOMMENDED ACTION: Approve the following Minutes:

March 26, 2019 BCC Regular Meeting
April 4, 2019 BCC Pre-Agenda

BUDGETED ACTION: No action needed.

Board of County Commissioners

C. Commission Office

1. Appointment - Englewood East Non-Urban Street & Drainage MSBU Advisory Board

RECOMMENDED ACTION: Approve the appointment of Cathie Skoog to fill the unexpired term of Steven Meusel on the Englewood East Non-Urban Street & Drainage MSBU Advisory Board. This appointment will be effective immediately and will expire on October 31, 2021. BUDGETED ACTION: No action needed.

2. Naming Building Construction Services Building

RECOMMENDED ACTION: Approve a naming request for Building Construction Services. BUDGETED ACTION: No action needed.

Chair Doherty detailed Mr. Carlson's community involvement. **Commissioner Truex** highlighted Jay Carlson and the building being named in his honor.

COMMISSIONER TRUEX MOVED TO APPROVE A NAMING REQUEST FOR BUILDING CONSTRUCTION SERVICES BUILDING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

D. County Administration

Administration

1. Changes to the 2019 BCC Meeting Schedule

RECOMMENDED ACTION: a) Approve the cancelation of the May 13, 2019 MSBU Workshop; and b) Approve the cancelation of the June 18, 2019 Monthly Workshop; and c) Approve scheduling a BCC Meeting on June 18, 2019 at 9:00 a.m., in Room 119 at 18500 Murdock Circle, Port Charlotte; and d) Approve the cancelation of the July 16, 2019 Monthly Workshop; and e) Approve rescheduling the Presentation of Tentative Budget set for July 16, 2019 at 2:00 p.m. to July 17, 2019 at 2:00 p.m. BUDGETED ACTION: No action needed.

Public Information Office - No Items

E. County Attorney

1. Facility Use Agreement - Supervisor of Elections

RECOMMENDED ACTION: a) Approve the Facility Use Agreements with the Supervisor of Elections to authorize use of specified county facilities as polling places; and b) Approve the Resolution Authorizing the County Administrator or Designee to enter Into (future) Facility Use Agreements with the Supervisor of Elections. BUDGETED ACTION: No action needed. **AGR 2019-024 / AGR 2019-030 / RES 2019-046**

2. Executive Session concerning the civil lawsuit captioned David McLane v. Charlotte County

RECOMMENDED ACTION: Conduct an Executive Session on April 23, 2019 at 3:00 p.m. (or as soon thereafter as possible) in the Charlotte County Attorney's Office Conference Room to discuss settlement negotiations and strategy related to litigation expenditures concerning the civil lawsuit captioned David McLane v. Charlotte County Case No. 18-0054CA. BUDGETED ACTION: No action needed.

F. Budget and Administrative Services

Fiscal Services

1. Marine Advisory Committee FY 2020 Funding Recommendation

RECOMMENDED ACTION: Approve the Resolution which funds West Coast Inland Navigation District (WCIND) and Boater Improvement Fund (BIF) expenditures for fiscal year 2020 in the amount Of $866,857. The Resolution authorizes the County Administrator to sign all necessary grant documents and subrecipient agreements. BUDGETED ACTION: No action needed. Funding will be budgeted in the Boater Revolving Fund in the FY2020 budget process. Matching funds are required at 50% for boater safety/education and boater recreation projects qualifying for WCIND funding. **RES 2019-047**

Information Technology - No Items

Purchasing

2. 19-256, Fire Rescue MSBU Methodology (Public Safety)

RECOMMENDED ACTION: a) Approve ranking of firms for Request for Proposal #19-256, Fire Rescue MSBU Methodology: 1st Tindale-Oliver & Associates, Inc.; and 2nd Government Services Group, Inc.; and b) Approve start of negotiations; and c) Authorize the Chairman to sign the contract after completion of

negotiations. This is for a firm to review the current assessment methodology utilized for Charlotte County Fire Rescue Municipal Services Benefits Units (MSBU). BUDGETED ACTION: No action needed. Budgeted in the Fire Rescue Fund during the FY19 budget process.

3. 19-283, Design-Charlotte County Transit Facility (Facilities)

RECOMMENDED ACTION: a) Approve the ranking for Request for Proposal #19-283, Design - Charlotte County Transit Facility with the sole submitting firm: Hall Architects of Sarasota, FL; and b) Approve start of negotiations; and c) Authorize the Chairman to sign the contract after completion of negotiations. This is for professional design services for a vehicle transit facility. BUDGETED ACTION: No action needed. Grant funding for this expenditure is included in the FY18/19 Transit budget.

4. 19-376, Award, Carmalita Park Football Field Sports Lighting Upgrade (Facilities)

RECOMMENDED ACTION: Approve File #19-376, Carmalita Park Football Field Sports Lighting Upgrade, a piggyback off of Sourcewell (Formerly NJPA) Contract #082114-msl, Athletic Field/Court and Parking Lot Lighting Systems, with Musco Sports Lighting, LLC, located in Muscatine, Iowa, for the total amount of $269,800. BUDGETED ACTION: No action needed. Budgeted in the Community Services Capital Maintenance Plan, as approved in the FY19 budget process and later amended. Funding is supplied from Capital Projects, ad valorem.

5. 19-258, Ranking-Design Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility (Facilities)

RECOMMENDED ACTION: a) Approve ranking of firms for Request for Proposal #19-258, Design Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility: 1st - Morrison-Maierle Inc., and 2nd - Wilder Architecture Inc.; and b) Approve start of negotiations; and c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a qualified firm to provide design services of an Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility in Punta Gorda, Florida. BUDGETED ACTION: No action needed. Budgeted in CIP project "Airport Rescue and Fire Fighter Training Prop" as approved in FY19 budget process. Grant funding is budgeted in the Fire Rescue Fund and does not require a local match.

Real Estate Services

6. Radio Communications Lease (28100 Challenger Blvd, #107)

RECOMMENDED ACTION: Approve (and authorize the Chairman to execute) a Lease for office and storage space on behalf of Radio Communications (Charlotte County Fire/EMS) for 1,964 square feet of office and warehouse space located at 28100 Challenger Boulevard, Unit #107. BUDGETED ACTION: No action needed. Budgeted in the Radio Communications Fund. **AGR 2019-025**

7. Authorization to Vote the County's Ownership Interests in Property Owners Associations, Homeowners Associations and Condominium Associations

RECOMMENDED ACTION: Approve Resolution authorizing the County Administrator or Manager of the Real Estate Services Division to vote the County's Ownership Interests in Property Owners Associations, Homeowners Associations and Condominium Associations. BUDGETED ACTION: No action needed. **RES 2019-048**

Chair Doherty spoke to Homeowners Association (HOA) and Property Owners Association (POA) fees, Prairie Creek Park amending Articles of Incorporation and Bylaws, and Habitat Conservation Plan (HCP). **Commissioner Constance** questioned Resolution clarity and HCP parcels. **Commissioner Tiseo** asked about County property interests and POA fees.

Robert Smith, Real Estate Services Manager discussed HCP Parcels and HOA and POA fees.

County Attorney Knowlton referenced Resolution language and County property interests.

Thomas David, Assistant County Attorney commented on articles of Incorporation and bylaws

COMMISSIONER CONSTANCE MOVED TO APPROVE RESOLUTION 2019-048 AUTHORIZING THE COUNTY ADMINISTRATOR OR THE MANAGER OF REAL ESTATE SERVICES DIVISION TO VOTE THE COUNTY'S OWNERSHIP INTERESTS IN THE PRAIRIE CREEK PROPERTY OWNERS ASSOCIATION PER REVISIONS READ INTO THE RECORD, SECONDED BY CHAIR DOHERTY

MOTION CARRIED 5:0.

Risk Management - No Items

Transit - No Items

G. Community Development

1. FP-18-03-03, Bond Reduction

RECOMMENDED ACTION: Approve a Bond Reduction for DR Horton, Inc., for Calusa Creek Section B, under Petition #FP-18-03-03. BUDGETED ACTION: No action needed.

2. FP-18-03-03, Amended Developer's Agreement

RECOMMENDED ACTION: Approve an Amended Developer's Agreement for DR Horton, Inc., for Calusa Creek Section B, under Petition #FP-18-03-03. BUDGETED ACTION: No action needed. **A. AGR 2018-037**

H. Community Services

Parks and Natural Resources - No Items

Recreation - No Items

Libraries and Historical

1. Teen Area Naming - Punta Gorda-Charlotte Library

RECOMMENDED ACTION: Approve naming the teen area of the Punta Gorda-Charlotte Library to the Mary Knowlton Teen Area. BUDGETED ACTION: No action needed.

Community Services - No Items

I. Economic Development

1. Set a Charlotte Harbor Community Redevelopment Agency Meeting on May 14, 2019

RECOMMENDED ACTION: Set a Charlotte Harbor Community Redevelopment Agency meeting on May 14, 2019 at 10:00 a.m., or as soon thereafter in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida. BUDGETED ACTION: No action needed

J. Facilities Construction and Maintenance

1. Public Facilities Strategic Master Space Plan

RECOMMENDED ACTION: Received and accept "Phase 3 - Public Facilities Strategic Master Space Plan" to serve as a guideline for future general government facilities' design and development. BUDGETED ACTION: No action needed.

K. Human Resources - No Items

L. Human Services

1. Family Services Center New Tenants Lease

RECOMMENDED ACTION: a) Approve resolutions for two new 12 month lease agreements - Charlotte Alliance for a Safe and Drug Free Community, Inc. Dba Drug Free Charlotte County - The Loveland Center, Inc. Dba The Loveland Center; and b) Authorize the Board Chair to execute the two 12-month lease agreements. BUDGETED ACTION: Approved in Family Services Center budget in FY19. **AGR 2019-026 / RES 2019-049 / AGR 2019-027 / RES 2019-050**

M. Public Safety - No Items

N. Public Works

1. South Gulf Cove Street & Drainage MSBU Initial and Final Assessment Resolutions

RECOMMENDED ACTION: a) Approve the Initial Assessment Resolution; and b) Set a public hearing for July 9, 2019 at 10:00 a.m., or as soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider approving the Final Assessment Resolution. BUDGETED ACTION: No action needed. No Financial Impact. Budget will be approved through the regular budget process. **RES 2019-051**

2. Set a public hearing to repeal the duplicative County Code Sections of the South Gulf Cove Street & Drainage MSBU

RECOMMENDED ACTION: Set a public hearing for July 9, 2019 at 10:00 a.m., or as soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider approving an Ordinance repealing the duplicative County Code Sections of the South Gulf Cove Street and Drainage MSBU. BUDGETED ACTION: No action needed. No Financial Impact. Budget will be approved through the regular budget process.

3. Set a public hearing to abolish the South Gulf Cove Beautification Unit and Advisory Board on July 9, 2019

RECOMMENDED ACTION: Set a public hearing for July 9, 2019, at 10:00 a.m., or as soon thereafter as may be heard, in Room 119 at 18500 Murdock Circle, Port Charlotte, Florida, to consider adoption of an ordinance abolishing the South Gulf Cove Beautification Unit and Advisory Board. BUDGETED ACTION: No action needed. No Financial Impact. Budget will be approved through the regular budget process.

O. Tourism Development - No Items

P. Utilities

1. Off-Site Utility Agreement WAWA

RECOMMENDED ACTION: Approve Off-Site Utility Agreement between the County and the WAWA, Inc. BUDGETED ACTION: No action needed. Budgeted in CIP project "Water Transmission/Wastewater Collection Reimbursement" as adopted in the FY19 budget process. Funding is supplied from Sewer Connection Fees. **AGR 2019-028**

Q. Other Agencies - No Items.

RECESS: 10:09 am - 10:15 am

Taken Out Of Order

PUBLIC HEARING AGENDA

S. 10:00 A.M. Public Hearing

1. 2019 Speed Limit Ordinance for Various County Roadway Sections

(Change #1) Added attachments: Revised Speed Limit Ordinance, Revised Exhibits

Public Works

Conduct a public hearing to consider approving an ordinance setting new or modifying existing speed limits on various sections of Charlotte County Roadways as depicted in Exhibits 1 through 6. **ORD 2019-008**

John Elias, Public Works Director discussed the revised Speed Limit Ordinance and introduced Venkat Vattikuti, County Transportation Engineer.

Mr. Vattikuti gave a brief overview of Various Roadways in Creekside Development, Various Roadways in Rotonda Heights Municipal Service Benefit Units (MSBU), Various Roadways in Englewood East MSBU, Various Roadways Located East of Pine Street, Piper Road Extension, Placida Road from Rotonda Boulevard West to Gasparilla Pines Boulevard, and responded to Board inquiries

Commissioner Constance discussed traffic calming methods. **Commissioner Tiseo** commented on traffic calming methods. **Commissioner Truex** mentioned new signage postings and Fruitland Avenue traffic calming methods.

Public Hearing

Bruce Pomeroy spoke to Fruitland Avenue safety improvements.

Lorraine Arsenault commented on Fruitland Avenue traffic calming methods.

Al Marchand discussed Fruitland Avenue traffic volume and calming methods.

Bob Ferraris mentioned Fruitland Avenue traffic speed.

Catherine Heart opined Fruitland Avenue safety concerns and calming methods.

Quincy Hadman spoke to South Gulf Cove traffic speed and homeowners' signed petition.

Leonard Guckenheimer, Englewood East Property and Homeowners Association commented on traffic safety issues and MBSU.

Harry Farringer, Englewood East MSBU Board Member discussed traffic calming policy and Fruitland Avenue.

Michael Zarzano mentioned traffic speed and safety issues.

Lori Pierce opined Fruitland Avenue traffic speed safety concerns.

Francis Manning spoke to Fruitland Avenue traffic volume and calming methods.

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

COMMISSIONER CONSTANCE MOVED TO APPROVE ORDINANCE 2019-008 OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA; PURSUANT TO SECTION 2-4-41, OF THE CODE OF LAWS AND ORDINANCES OF CHARLOTTE COUNTY, FLORIDA; AMENDING THE SPEED LIMITS ON CERTAIN PORTIONS OF VARIOUS ROADWAYS IN CHARLOTTE COUNTY, FLORIDA; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING THAT THE SPEED LIMIT IS NOT AFFECTED BY NAME OR ROAD DESIGNATION CHANGE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR INCORPORATION OF EXHIBITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

<u>2. No Parking Along Harbour Drive, Kenesaw Street and Rampart Blvd</u>

Public Works

Conduct a public hearing to consider approving an ordinance prohibiting the parking (all day or overnight) of vehicles along various roadway sections listed below: • Harbour Drive: Addington Place to Voyageur Drive (All Day) • Kenesaw Street: Cedarwood Street to Castlerock Lane (Overnight) • Rampart Blvd: 100 feet from either side of the entrance to Lakeshore of Charlotte County Condominium Association (Overnight) **ORD 2019-009**

Mr. Elias discussed prohibiting parking and introduced Mr. Vattikuti.

Mr. Vattikuti gave a brief overview of Harbor Drive Parking Issue at Harbour Heights Park, Kenesaw Street Parking Issue Location, Rampart Boulevard Parking Issue at Lake Shore Condo Community, and responded to Board inquiries.

Commissioner Constance inquired about no parking times. **Commissioner Truex** questioned Kenesaw Street.

Public Hearing

Michael Zarzano opined homelessness and Kenesaw Street.

Steve Vieira, Harbour Heights Streets and Drainage MSBU Advisory Committee Member commented on Harbour Drive.

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

COMMISSIONER CONSTANCE MOVED TO APPROVE ORDINANCE 2019-009 OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA; AMENDING SECTION 2-4-79 OF THE CODE OF LAWS AND ORDINANCES OF CHARLOTTE COUNTY, FLORIDA, TO PROHIBIT PARKING OF VEHICLES ALONG PORTIONS OF HARBOUR DRIVE, KENESAW STREET, AND RAMPART BOULEVARD IN CHARLOTTE COUNTY FLORIDA; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

3. Amending Chapter 1-4, General Ordinances and Special Acts Section 1-4-36, Animals Prohibited in Public Parks, etc.

County Attorney

Conduct a public hearing to consider adoption of an ordinance to amend the Charlotte County Code to provide clarification of service animals allowed in Charlotte County public parks, public playgrounds, public school premises, public buildings, and on public beaches. **ORD 2019-010**

County Attorney Knowlton gave a brief overview of the consideration to amend the Charlotte County Code to provide clarification of service animals allowed in Charlotte County public parks, public playgrounds, public school premises, public buildings, and on public beaches.

Chair Doherty indicated State Statute and American Disabilities Act (ADA) compliance.

Public Hearing

Billy Kidwell noted ADA and service animals.

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

COMMISSIONER TRUEX MOVED TO APPROVE ORDINANCE 2019-010 OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA AMENDING THE CODE OF LAWS AND ORDINANCES OF CHARLOTTE COUNTY, FLORIDA, CHAPTER 1-4, GENERAL ORDINANCES AND SPECIAL ACTS SECTION 1-4-36 ENTITLED ANIMALS PROHIBITS IN PUBLIC PARKS, PUBLIC PLAYGROUNDS, PUBLIC SCHOOL PREMISES, PUBLIC BUILDINGS AND ON PUBLIC BEACHES; EXCEPTIONS; CANINE WASTE REMOVAL; PENALTIES; PROVIDING FOR INCLUSION IN THE CHARLOTTE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, SECONDED BY COMMISSIONER CONSTANCE

MOTION CARRIED 5:0.

4. Second Quarterly Budget Adjustments

Budget and Administrative Services

Conduct a public hearing approving the Resolution to adopt budget adjustments that amend the FY18/19 budget. These adjustments which impact various funds are needed to align the FY18/19 budget with required changes and actual activity. **RES 2019-052**

Gordon Burger, Budget and Administrative Services Director gave a brief overview of second quarterly budget adjustments.

Public Hearing - None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

COMMISSIONER TRUEX MOVED TO APPROVE RESOLUTION 2019-052 TO ADOPT BUDGET ADJUSTMENTS THAT AMEND THE FISCAL YEAR 2018/2019 BUDGET, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

PRESENTATION AGENDA

T. 10:00 A.M. - No Items

Taken Out Of Order

R. Regular Agenda (Continued)

2. 2019 Englewood Beach Waterfest Request for In-kind funding

Tourist Development

a) Review and approve in-kind services application for 2019 Englewood Beach Waterfest; and b) Authorize the Chairman to execute the in-kind Event Funding Agreement. Value of in-kind services requested: $50,000. **AGR 2019-029**

Wendie Vestfall, Tourism Development Director gave a brief overview of the Application for In-Kind Event Services for the 2019 Englewood Beach Waterfest.

County Attorney Knowlton referenced audit and scoring criteria.

Chair Doherty inquired about audit. **Commissioner Constance** questioned scoring criteria.

COMMISSIONER DEUTSCH MOVED TO APPROVE AGREEMENT 2019-029 AUTHORIZING THE CHAIRMAN TO EXECUTE IN-KIND EVENT FUNDING, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

3. Punta Gorda Library Use

County Administration

Discussion and Direction on the use of the current Punta Gorda Library.

Deputy County Administrator Flores gave a brief update on the current Punta Gorda Library use options and responded to Board inquiries.

County Administrator Sandrock explained swing space.

Chair Doherty spoke to current Punta Gorda Library use options. **Commissioner Constance** discussed current Punta Gorda Library use options. **Commissioner Deutsch** commented on current Punta Gorda Library use options. **Commissioner Tiseo** mentioned current Punta Gorda Library use options. **Commissioner Truex** noted current Punta Gorda Library use options.

(Addition #1) R-4 Approve the "piggyback" of File 19-393, Playground Equipment for Harold Avenue Regional Park, with HGAC Buy, Contract #PR11-18, awarding to BCI Burke Company, LLC, of Fond Du Lac, Wisconsin, for a total cost of $184,383.52.

Kim Corbett, Purchasing Senior Division Manager gave a brief overview of the "piggyback" of File 19-393, Playground Equipment for Harold Avenue Regional Park, with HGAC Buy, Contract #PR11-18, awarding to BCI Burke Company, LLC., and responded to Board inquiries.

Commissioner Constance questioned late addition.

COMMISSIONER TRUEX MOVED TO APPROVE THE "PIGGYBACK" OF FILE 19-393, PLAYGROUND EQUIPMENT FOR HAROLD AVENUE REGIONAL PARK, WITH HGAC BUY, CONTRACT #PR11-18, AWARDING TO BCI BURKE COMPANY, LLC, OF FOND DU LAC, WISCONSIN, FOR A TOTAL COST OF $184,383.52, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

(Addition #2) R-5 Approve Resolution Declaring a Local State of Emergency Regarding Structures on Manasota Key. **RES 2019-054**

County Attorney Knowlton gave a brief overview of declaring a Local State of Emergency regarding structures on Manasota Key.

COMMISSIONER TRUEX MOVED TO APPROVE RESOLUTION 2019-054 DECLARING A LOCAL STATE OF EMERGENCY REGARDING STRUCTURES ON MANASOTA KEY, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

RECESS: 11:57 am - 1:00 pm

1 P.M. CITIZEN INPUT - ANY SUBJECT

Frank Desguin, Charlotte County Historical Center Society President discussed current Punta Gorda library use and historic museum.

Kathleen Coppola commented on roundabouts.

Pat Harris spoke to septic system inspections, maintenance, and sewers.

Susan Hutt mentioned sewer rates, spillage fines, Babcock Ranch, septic system maintenance, utilities infrastructure, and fatbergs.

Cynthia Compton discussed homelessness and opioids.

Michael Zarzano, United Counties of America Founder commented on citizen protection and nine-eleven crime.

AA. County Administrator:

County Administrator Sandrock conveyed the passing of Lee County Commissioner Larry Kiker.

BB. County Attorney:

County Attorney Knowlton noted upcoming Economic Development Director interviews, ranking process, and background checks.

Heather Bacus, Human Resources Director indicated number of applicants and background checks.

County Administrator Sandrock mentioned travel expenses.

Chair Doherty spoke to interview questions, ranking process, background checks, and travel expenses. **Commissioner Constance** discussed ranking process, interview questions, and background checks. **Commissioner Deutsch** commented on number of applicants and ranking process. **Commissioner Truex** mentioned ranking process and background checks.

CC. Commissioner Comments:

Chair Doherty spoke to 2020 sales tax ballot, Palm Beach County Lake Okeechobee Resolution consideration, affordable housing funding, and Pre-School Academy Graduation Community Services event. **Commissioner Constance** discussed septic systems and 2020 sales tax ballot. **Commissioner Deutsch** commented 2020 sales tax ballot. **Commissioner Tiseo** mentioned affordable housing funding, boardwalk, vacant lot camping, sewer and water systems repair and replacement program, septic systems, Sewer Expansion Program costs, homelessness, and 2020 sales tax ballot. **Commissioner Truex** spoke to 2020 sales tax ballot, Charlotte County 98 years old today, Palm Beach County Lake Okeechobee Resolution consideration, sewer systems repair and replacement program, septic systems, Winchester Boulevard and Fruitland Avenue intersection improvements, Gasparilla Road and Marathon Boulevard intersection improvements, and affordable housing funding.

Craig Rudy, Utilities Director referenced sewer and water systems repair and replacement program.

County Attorney Knowlton commented on Sale Tax Statute language and Attorney General (AG) Opinion.

RECESS: 1:57 pm - 2:05 pm

COMMISSIONER CONSTANCE MOVED TO RECONSIDER CONDUCTING AN EXECUTIVE SESSION ON APRIL 23, 2019 AT 3:00 P.M. (OR AS SOON THEREAFTER AS POSSIBLE) IN THE CHARLOTTE COUNTY ATTORNEY'S OFFICE CONFERENCE ROOM TO DISCUSS SETTLEMENT NEGOTIATIONS AND STRATEGY RELATED TO LITIGATION EXPENDITURES CONCERNING THE CIVIL LAWSUIT CAPTIONED DAVID MCLANE V. CHARLOTTE COUNTY CASE NO. 18-0054CA, SECONDED BY COMMISSIONER TRUEX

MOTION CARRIED 5:0.

COMMISSIONER CONSTANCE MOVED TO APPROVE CONDUCTING AN EXECUTIVE SESSION ON APRIL 23, 2019 AT 2:30 P.M. (OR AS SOON THEREAFTER AS POSSIBLE) IN THE CHARLOTTE COUNTY ATTORNEY'S OFFICE CONFERENCE ROOM TO DISCUSS SETTLEMENT NEGOTIATIONS AND STRATEGY RELATED TO LITIGATION EXPENDITURES CONCERNING THE CIVIL LAWSUIT CAPTIONED DAVID MCLANE V. CHARLOTTE COUNTY CASE NO. 18-0054CA, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

Chair Doherty spoke to official letterhead seal and logo. **Commissioner Constance** mentioned the official letterhead seal and logo. **Commissioner Deutsch** discussed official letterhead seal and logo. **Commissioner Truex** noted official letterhead seal and logo.

LAND USE PUBLIC HEARING AGENDA

U. 2:00 P.M. Land Use Public Hearing

Minutes Clerk Cash administered oath for testimony.

1. DRC-19-00019 Murdock Village Phase I

Community Development

Private Equity Group, LLC is requesting Final Detail Site Plan approval for infrastructure only to serve the future residential/commercial development (Murdock Village Phase I). The project site is 434.68+/- acre and is located at 1051 O'Donnell Blvd., Port Charlotte, FL. in Section 11, Township 40, Range 21. **RES 2019-053**
Quasi-Judicial

Chair Doherty polled the Board for Ex Parte Disclosures. **Chair Doherty, Commissioner Deutsch,** and **Commissioner Tiseo** advised they submitted the required forms to the Clerk's Office.

Maryann Franks, Zoning Coordinator gave a brief overview of DRC-19-00019, Area Image, FLUM Designations, Zoning Designations, Master Site Development Plan, Master Paving, Grading and Drainage Plan, Master Utility Plan, and Landscape Key Street.

Thomas David, Assistant County Attorney spoke to sidewalk maintenance and street and drainage maintenance.

Todd Rebol, Banks Engineering, Applicant Representative mentioned Final Detail Site Plan approval, closing process, accepting Staff's conditions, landscape maintenance, irrigation maintenance, Florida Power and Light (FPL) poles, and street and drainage maintenance.

Public Hearing – None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

Chair Doherty spoke to street and drainage maintenance. **Commissioner Constance** spoke to landscape and street and drainage maintenance. **Commissioner Deutsch** commented on Murdock Village project. **Commissioner Tiseo** spoke to sidewalk, irrigation, and street and drainage maintenance.

COMMISSIONER TRUEX MOVED TO APPROVE RESOLUTION 2019-053 PRIVATE EQUITY GROUP, LLC FINAL DETAIL SITE PLAN APPROVAL FOR INFRASTRUCTURE ONLY TO SERVE THE FUTURE

RESIDENTIAL/COMMERCIAL DEVELOPMENT (MURDOCK VILLAGE PHASE I) DRC-19-00019, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 4:0., COMMISSIONER TISEO ABSTAINED (FORM 8B FILED)

2. MMPD to the Existing KIA PD, Z-19-03-04

Community Development

Approve an Ordinance pursuant to Section 125.66, Florida Statutes, amending the Charlotte County Zoning Atlas from Planned Development (PD) to PD. This is a major modification of an existing PD to revise Condition i (Signage) of approval; for property located northeast of Tamiami Trail (U.S. 41), south of Hillsborough Boulevard, southeast of Cranberry Boulevard and west of Bamboo Drive, in the Port Charlotte area, containing 77± acres; Commission District IV; Petition No. Z-19-03-04; applicant: WBF Florida Properties III LLC; providing an effective date. **ORD 2019-011**
Quasi-Judicial

Chair Doherty polled the Board for Ex Parte Disclosures. **Chair Doherty, Commissioner Deutsch,** and **Commissioner Tiseo** advised they submitted the required forms to the Clerk's Office.

Jie Shao, Principal Planner asked to be accepted as a planning expert, gave a brief overview of Z-19-03-04, Proposed Changes, Buffer Map, Location Map, Site Image, Framework, FLUM Designations, Zoning Designations, Signage Site Plan, and responded to Board inquiries.

Attorney Rob Berntsson accepted Ms. Shao as a planning expert, spoke to signage modification, and sign locations.

Jason Wyatt, Exceptional Engineering, Inc. Project Engineer spoke to signage location and style.

Public Hearing - None

COMMISSIONER CONSTANCE MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER DEUTSCH

MOTION CARRIED 5:0.

Commissioner Constance asked about signage locations and style. **Commissioner Tiseo** questioned signage size and tenant sign.

COMMISSIONER TRUEX MOVED TO APPROVE ORDINANCE 2019-011 OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, PURSUANT TO SECTION 125.66, FLORIDA STATUTES, AMENDING THE CHARLOTTE COUNTY ZONING ATLAS FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD), WHICH IS A MAJOR MODIFICATION TO THE EXISTING PLANNED DEVELOPMENT (PD) TO REVISE CONDITION I. (SIGNAGE) OF APPROVAL, FOR PROPERTY LOCATED NORTHEAST OF TAMIAMI TRAIL (U.S. 41), SOUTH OF HILLSBOROUGH BOULEVARD, SOUTHEAST OF CRANBERRY BOULEVARD AND WEST OF BAMBOO DRIVE, IN THE PORT CHARLOTTE AREA, COMMISSION DISTRICT IV, CHARLOTTE COUNTY, FLORIDA; PETITION Z-19-03-04; APPLICANT, WBF FLORIDA PROPERTIES III, LLC; AND PROVIDING AN EFFECTIVE DATE, SECONDED BY COMMISSIONER CONSTANCE

MOTION CARRIED 5:0.

RECESS: 2:33 PM – 3:22 PM

BOARD OF COUNTY COMMISSIONERS

APRIL 23, 2019

An Executive Session was held at the Murdock Administration Complex in Commission Chambers; Room 119, Port Charlotte, Florida. The following members were present: Chair Doherty, Commissioner Tiseo, and Commissioner Truex. Also in attendance were: County Administrator Sandrock, County Attorney Knowlton, and Minutes Clerk Cash.

The Executive Session was called to order at 2:45 pm

The opening of the public portion of the Executive Session was announced. County Attorney Knowlton informed the attorney / client portion of the Executive Session would be held in the County Attorney's Conference Room, advised the purpose of the session is to discuss the lawsuit captioned David McLane v. Charlotte County, Case No. Case No. 18-0054CA, and stated the following would be in attendance: **Chair Doherty, Commissioner Constance, Commissioner Deutsch, Commissioner Tiseo**, **Commissioner Truex,** County Administrator Sandrock, County Attorney Knowlton, and Assistant County Attorney Philip Fairman.

EXECUTIVE SESSION RECESS: 2:45 pm – 3:22 pm

The Executive Session was reconvened and closed in Room 119 with **Chair Doherty, Commissioner Tiseo, Commissioner Truex,** County Attorney Knowlton, and Minutes Clerk Cash present.

ADJOURNED: 3:22 pm

_____
Kenneth W. Doherty, Chair

DATE ADOPTED: _____

ATTEST:

ROGER D. EATON, CLERK
OF THE CIRCUIT COURT AND
EX-OFFICIO OF THE BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: C - 1.

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1 DEPARTMENT MAKING REQUEST

Commission Office

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the appointment of Mr. Steven F. Scott to the Charlotte County Marine Advisory Committee representing the USCGA Flotilla 98-Port Charlotte. Mr. Scott was recommended by Conrad M. Smith, Flotilla 98 Commander, USCGA, to serve as their representative on the Marine Advisory Committee to fill a vacated position. The Marine Advisory Committee considered the recommendation by Commander Smith and Mr. Scott's appointment was approved on May 9, 2019. This position commences immediately and the term will expire on December 31, 2021.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
MAC_Committee_Members.pdf	Marine Advisory Committee Membership	4/17/2019	Backup Material
MAC_Coast_Guard_Recommendation_-_Steven_F._Scott.pdf	United States Coast Guard Auxiliary Flotilla 98 Recommendation Letter	4/17/2019	Backup Material
Steven_Scott_-_MAC_Application.pdf	Steven Scott - MAC Application	5/2/2019	Backup Material
Steven_Scott_-_Resume.pdf	Steven Scott - Resume	5/2/2019	Backup Material

VACANT

USCGA Flotilla 98-Charlotte Harbor

Captain Ron Blago

Member-at-Large

George Bobko

Port Charlotte Yacht Club

Mike McIntosh

Punta Gorda Sailing Club

Garland Wilson

Member-at-Large

Henry Killion

Member-at-Large

Michael Savino

Isles Yacht Club

Paul Bigness

Member-at-Large

Susan Bareither

Vice-Chair
Member-at-Large

Anne Beach

Pirate Harbor Yacht Club

James Ellsworth

Burnt Store Isles Boat Club

Kim Eiss

Harbor Heights Yacht Club

Tom Ireland

Chairman
South Gulf Cove Yacht Club

William Kumm

Punta Gorda Boat Club

Gerald Meckenberg

Secretary
USCGA Flotilla 87-Englewood

John Welsh

City of Punta Gorda

Bob Mayes

Punta Gorda Isles Fishing Club

Betty Campanella

Peace River Squadron Inc.

Ronald Jelliff

USCGA Flotilla 99-Rotonda

Roger Strube

Charlotte Harbor Yacht Club

Henry Bauman

Punta Gorda Boaters Alliance

U.S. Department of Homeland Security
United States Coast Guard Auxiliary

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD
UNITED STATES COAST GUARD AUXILIARY
DISTRICT 7, DIVISION 9, FLOTILLA 8

5 April 2019

From: Conrad M. Smith, Flotilla Commander, Flotilla 98
To: Chairman, Tom Ireland

Subject: Representative to Marine Advisory Board

It is my honor to recommend and submit Mr. Steven F. Scott as our representative for the Marine Advisory Board.

Steve has been a Charlotte County resident for 21 years. He is a retired Registered Nurse and a Retired U.S. Army National Guard Officer. He is active in the community and holds leadership roles in volunteer organizations. Current organizational activities:

Vets with a Mission
Board of Directors and Triage/Nursing Coordinator

U.S. Coast Guard Auxiliary
Member, Flotilla 98, Charlotte Harbor

Peace River Butterfly Society
President

Naturalist for Paddle Punta Gorda/kayaker

Blogger/Photonaturalist: Field Notes and Photos

Thank you for your consideration of Mr. Steven F. Scott as our representative.

Respectfully submitted,

Conrad M. Smith

Conrad M. Smith
Flotilla Commander
U.S. Coast Guard Auxiliary
Flotilla 98, Charlotte Harbor

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY COMMITTEE

☑ New Applicant ☐ Re-Appointment

INCOMPLETE APPLICATIONS WILL BE RETURNED

Mr/Mrs/Ms:			
Name:	**Last**	**First**	**Middle Initial**
	SCOTT	STEVEN	F
Residence Address:			
Street	26073 ANCUPA DR	**City** PUNTA GORDA	**Zip Code** 33983
Mailing Address:	SAME		
Street		**City**	**Zip Code**
Phone No.			
	Home		**Business**
FAX:			
E-Mail Address:	sfscott2011@yahoo.com		

I hereby submit my name for consideration to serve in an advisory capacity to the Board of Charlotte County Commissioners on the following Advisory Committee as a ☑ Regular or ☐ Alternate member:

_____

Name of Advisory Committee

If applying for a specific category/position, please so state: MARINE ADVISORY COMM

Occupation: RETIRED

If currently retired, previous occupation: REGISTERED NURSE, US ARMY OFFICER

Civic/Professional Accomplishments/Offices Held:

PRESIDENT: PEACE RIVER BUTTERFLY SOCIETY

NURSING COORDINATOR: VETS WITH A MISSION

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:

USCG AUX FLOTILLA 98 MEMBER.
AMATEUR NATURALIST - BLOGGER - FIELD NOTES AND PHOTOS"

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the County or that is conducting any business with the County.

NONE

Is this application for a new appointment? ☒ **Yes** ☐ **No**

If yes, please indicate what you would like to accomplish if you are appointed to this Committee:

INTEGRATE USCG AUX ACTIVITIES WITH OTHER CHARLOTTE HARBOR STAKEHOLDERS.

Is this application for a re-appointment? ☐ **Yes** ☒ **No**

- **If yes, please indicate what your accomplishments have been while serving on this Committee:**

- **If "Yes", please indicate what you would like to accomplish during this term:**

If you have previously served on a Charlotte County Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

Have you ever worked for the Charlotte County Board of County Commissioners? ☐ **Yes** ☒ **No**

- **If "Yes", please list position, department, start and end date:** _____

Do you have any relatives currently working for the Charlotte County Board of County Commissioners? ☐ **Yes** ☒ **No**

- **If "Yes", please list name(s) and department(s):** _____

Are you a full time Charlotte County Resident? ☒ **Yes** ☐ **No**

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY COMMITTEE – CONTINUED

1.) **All of the Boards and Committees appointed by the Board of County Commissioners are required to comply with the Sunshine Law FS 286.011 and some of the Boards and Committees appointed by the Board of County Commissioners are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. You may be required to file a Form 1 Financial Disclosure. You will be provided with more information upon appointment.**

2.) **Charlotte County, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

3.) **The Board of County Commissioners request that you attend the Commission meeting at which your application will be considered for appointment. This office will notify you of the Commission meeting date.**

4.) **Members who fail to attend three (3) meetings in a twelve-month period without cause and without prior approval of the chairman shall automatically forfeit their appointment.**

By signing this application, you acknowledge that you have read and understand the previous statements.

Signature	1 MAY 2019 Date

A résumé of additional personal and professional qualifications and experience that pertains to the above is to be submitted with this application; however, it cannot replace the application form.

Please return this completed form to:

Commission Office Administration
18500 Murdock Circle
Port Charlotte, FL 33948
or Email to:
executiveassistants@charlottecountyfl.gov

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

Steven F. Scott
26073 Ancuda Dr.
Punta Gorda, FL 33983
941-625-0381 (H)
941-204-0281 (C)

Charlotte County Resident for 21 years

Current organizational activities:
Vets With a Mission www.vetswithamission.org
Board of Directors & Triage/Nursing Coordinator
U.S. Coast Guard Auxiliary
Member, Fotilla 98, Charlotte Harbor
Peace River Butterfly Society
President

Retired Registered Nurse & Retired U.S. Army
National Guard Officer.

Blogger/Photonaturalsit: Field Notes and Photos
https://fieldnotes-steve.blogspot.com/

Naturalist for Paddle Punta Gorda/kayaker

Mangrove photographer for Harborwalk informational sign.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: C - 2.

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1 DEPARTMENT MAKING REQUEST

Commission Office

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the appointment of David Marshall to fill the unexpired term of Mark Pricer as well as an additional new three year term on the Mid-Charlotte Stormwater Utility MSBU Advisory Board. This appointment will be effective immediately and will expire on October 31, 2022.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Mark Pricer on the Mid-Charlotte Stormwater Utility MSBU Advisory Board has resigned their position and the vacancy needs to be filled. This position has been advertised and there are no other applicants. Ordinance 2016-041 states: Members appointed to fill a vacancy with less than six months to the end of term date shall be appointed for the remainder of the term and the following three year term.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Marshall_-_Application_and_Resume.pdf	Marshall - Application & Resume	4/23/2019	Backup Material

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY BOARD

☒ **New Applicant** ☐ **Re-Appointment**

INCOMPLETE APPLICATIONS WILL BE RETURNED

Mr/Mrs/Ms:			
Name:	**Last**	**First**	**Middle Initial**
	Marshall	David	L
Residence Address:			
Street		**City**	**Zip Code**
17156 Seashore Ave.		Port Charlotte	33948
Mailing Address:			
Street		**City**	**Zip Code**
17156 Seashore Ave.		Port Charlotte	33948
Phone No.			
	Home	704-651-7226	**Business**
FAX:			
E-Mail Address:	dlmarshall123@yahoo.com		

I hereby submit my name for consideration to serve in an advisory capacity to the Board of Charlotte County Commissioners on the following Advisory Board:

Mid-Charlotte Stormwater Utility MSBU

Name of Advisory Board

If applying for a specific category/position, please so state: _____

Occupation: Retired

If currently retired, previous occupation: Construction Management

Civic/Professional Accomplishments/Offices Held:

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

Form revised on Wednesday, May 02, 2018

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY BOARD – CONTINUED

My qualifications to be eligible are as follows:

Graduate of U.S. Air Force Academy, 5 years in Air Force as an Accounting Officer, 40 years experience in Construction Management managing projects from $1,000,000 to $500,000,000.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the County or that is conducting any business with the County.

none

Is this application for a new appointment? ☒ **Yes** ☐ **No**

If yes, please indicate what you would like to accomplish if you are appointed to this Board:

Utilize my background as a Construction Manager to help monitor and contribute to a more efficient operation of the utility.

Is this application for a re-appointment? ☐ **Yes** ☒ **No**

- **If yes, please indicate what your accomplishments have been while serving on this Board:**

- **If "Yes", please indicate what you would like to accomplish during this term:**

If you have previously served on a Charlotte County Advisory Board or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the board:

Have you ever worked for the Charlotte County Board of County Commissioners? ☐ **Yes** ☒ **No**

- **If "Yes", please list position, department, start and end date:** _____

Do you have any relatives currently working for the Charlotte County Board of County Commissioners? ☐ **Yes** ☒ **No**

- **If "Yes", please list name(s) and department(s):** _____

Are you a full-time Charlotte County Resident? ☒ **Yes** ☐ **No**

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

Form revised on Wednesday, May 02, 2018

Have you ever been convicted of a Felony or Misdemeanor? (Please be sure you understand the question, as failure to answer truthfully will disqualify you). ☐ **Yes** ☒ **No**

➢ **If "Yes", please explain:** _____

Have you ever pled NO LO CONTENDRE or pled guilty to a crime which is a Felony or a Misdemeanor? (Please be sure you understand the question, as failure to answer truthfully will disqualify you). ☐ **Yes** ☒ **No**

➢ **If "Yes", please explain:** _____

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY BOARD – CONTINUED

1.) **All of the Boards and Committees appointed by the Board of County Commissioners are required to comply with the Sunshine Law FS 286.011 and some of the Boards and Committees appointed by the Board of County Commissioners are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. You may be required to file a Form 1 Financial Disclosure. You will be provided with more information upon appointment.**

2.) **Charlotte County, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory boards in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

3.) **The Board of County Commissioners request that you attend the Commission meeting at which your application will be considered for appointment. This office will notify you of the Commission meeting date.**

4.) **Members who fail to attend two (2) meetings in a rolling twelve-month period shall automatically forfeit their appointment.**

By signing this application, you acknowledge that you have read and understand the previous statements.

_____ Signature

4-19-2019
_____ Date

A résumé or list of qualifications and experience is required but cannot replace this application form.

PLEASE RETURN THIS COMPLETED FORM TO:

Charlotte County Public Works
Municipal Service District Representatives
7000 Florida Street
Punta Gorda, FL 33950

OR EMAIL TO:

MSBU-TU@CharlotteCountyFl.gov

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.
Form revised on Wednesday, May 02, 2018

DAVID L. MARSHALL

17156 Seashore Avenue • Port Charlotte, FL 33948 • 704-651-7226 • dave@dlmconsult.com

SUMMARY:

An experienced construction management professional, having achieved success in team leadership and project management through implementation of systems and protocols that enables the construction team to succeed. Extensive on-site experience in team leadership and successfully managing the day-to-day as well as overall project operations.

- Contract negotiation and management
- Quality Control program development
- Schedule development and management
- Jurisdictional coordination
- Preconstruction management
- Project cost management

PROFESSIONAL EXPERIENCE:

DL Marshall Consulting, Inc. **January 2012 – December 2017**
Principal

Construction coordination for Fort Partners, LLC for the Four Seasons Palm Beach Repositioning Project.
Coordination during the preconstruction phase of the Project designed to reposition the Four Seasons in the Palm Beach market. (January 2016 – August 2016)

Construction coordination for Kaufman Lynn Construction in Boca Raton, Florida
Coordination for completion of an Assisted Living complex in Boynton Beach, Florida (May 2015 – September 2015)

On-site coordination as consultant for The Taubman Company on the Mall of San Juan, San Juan, Puerto Rico.
Coordination as Project Director for the developer at the $240,000,000 (Construction) Project in Puerto Rico (April 2013 – March 2015)

On-site coordination as consultant for Swire Properties CitiCentre Project, Miami Florida
Coordination for scheduling and quality control on the first phase of the $1,000,000,000 Project (January 2013 – March 2013)

Swire Properties, Inc., Miami, Florida **December 2011 – December 2012**

Senior Project Manager – CitiCentre Mixed Use Project (Retail, Hotel, Condominiums)
$1,000,000,000 Project. Responsible for the direction and supervision of the construction manager for the first phase of this Project. Responsible for oversight of the risk management, safety and scheduling processes, as well as management of the OCIP and quality assurance programs.

Jacobsen Construction Company, Salt Lake City, Utah **April 2004 – November 2011**

Senior Project Manager – City Creek Retail and For-Rent Residential
Managed all site operations of a $450,000,000 project including site supervision, CCIP administration, financial and schedule management, quality control, cost control and site administration.

Senior Project Manager - Utah State Capitol Seismic Base Isolation and Historic Restoration
Responsible for overall project management of all site operations of a $200,000,000 project including site supervision, OCIP administration, schedule management, financial control and reporting, quality control, cost control and site administration.

R.J. Griffin & Company, Charlotte, North Carolina **September 2003 – April 2004**

Senior Project Manager
Responsible for supervising project managers for projects, including mixed use and condominiums projects ranging from $17,000,000 to $55,000,000. Coordinated business development in the South Carolina and North Carolina markets.

Choate Construction Company **January 1996 – June 2003**

Regional Manager, Raleigh, North Carolina
Oversaw all phases of development of the Raleigh Division for Choate Construction Company including business development, preconstruction, field operations and overall office planning and administration. Responsible for the business planning and execution for the division, including strategic planning as well as day-to-day operational management.

Operations Manager, Charlotte, North Carolina
Responsible for managing field operations for Choate offices located in Charlotte and Raleigh, North Carolina and Columbia, South Carolina. Directed field staff including project managers and superintendents for projects ranging in size from $3,000,000 to $35,000,000.

Stiles Construction Company, Ft. Lauderdale, Florida **October 1983 – December 1995**

Senior Construction Manager
Managed and supervised commercial construction projects ranging in size from one million to ten million dollars, including office buildings, data centers and laboratories.

DLM Construction, Inc. Palm Beach Gardens, Florida **July 1981 – October 1983**

Whiteside Construction Company, North Palm Beach, Florida **February 1980 – June 1981**

Florida Palm-Aire Corp., Pompano Beach, Florida **December 1978 – January 1980**

Trimar Construction Company, Boca Raton Florida **April 1976 – November 1978**

United States Air Force, Accounting & Finance Officer **June 1971 – April 1976**

EDUCATION

U.S. Air Force Academy – Bachelor of Science
Florida Atlantic University – Graduate Accounting Coursework
University of Miami – Undergraduate Engineering Coursework

AWARDS

City Creek Retail and For-Rent Residential – 23 local, regional and national awards including awards from the AIA and the AGC.
Utah State Capitol Seismic Base Isolation and Historic Restoration – 24 local, regional and national awards including awards from the AIA and the AGC.

MEDIA RECOGNITION

City Creek Retail and For-Rent Residential – Magazine covers and articles in Engineering News Record and The Ironworker. One hour edition of "World's Toughest Fixes" on National Geographic Channel.

Utah State Capitol Seismic Base Isolation and Historic Restoration – Magazine covers and articles in Engineering News Record and Civil Engineering. One hour documentary film shown on the PBS network.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: C - 3.

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1 DEPARTMENT MAKING REQUEST

Commission Office

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the appointment of Angela Hogan to fill the vacant unexpired term on the Affordable Housing Advisory Committee. This appointment will be effective immediately and will expire on May 22, 2021.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Hogan__A._Application.pdf	Application and Resume	4/29/2019	Cover Memo

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY BOARD

☒ New Applicant ☐ Re-Appointment

INCOMPLETE APPLICATIONS WILL BE RETURNED

Mr/Mrs/Ms:	Mrs. Hogan, Angela M.		
Name:	Last	First	Middle Initial
Residence Address:			
	3516 Beacon Drive, Port Charlotte, FL 33980		
Street	City	Zip Code	
Mailing Address:			
	3516 Beacon Drive, Port Charlotte, FL 33980		
Street	City	Zip Code	
Phone No.	(941) 623-6577	(941) 626-0220	
	Home	Business	
FAX:	(941) 347-8154		
E-Mail Address:	angela.hogan@gulfcoastpartnership.org		

I hereby submit my name for consideration to serve in an advisory capacity to the Board of Charlotte County Commissioners on the following Advisory Board:

Affordable Housing Advisory Committee
Name of Advisory Board

If applying for a specific category/position, please so state: Advocate for Low-Income Housing

Occupation: CEO, Gulf Coast Partnership, Inc.

If currently retired, previous occupation: N/A

Civic/Professional Accomplishments/Offices Held:

North Port Leadership Institute, Vision North Port, Leadership Charlotte Class of 2012, Past President of the Association of Fundraising Professionals, Past Board Member of the Charlotte County Chamber of Commerce, Designer of Statewide Y-READS Program (Florida YMCA Alliance), 30-Years in Non-Profit Leadership, Legislative Advocacy, Homelessness, Runaway & Homeless Youth, Child Welfare, Human Trafficking, Literacy, Domestic Violence, Community Development, and Civil Rights Advocacy.

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.
Form revised on Wednesday, May 02, 2018

My qualifications to be eligible are as follows:

Lifetime Advisory Board Member of the Florida Coalition for the Homeless, Past Continuum of Care Representative on the Florida Council on Homelessness, Past Chair of the Council's Continuum of Care Committee and Past Member of the Executive Committee. B.A in Social-Psychology and M.A. in Cultural Anthropology from Norwich Military Academy. Steering Committee Member for Together Charlotte, Board President of the Peace River Community Housing Partners (Land Trust).

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the County or that is conducting any business with the County.

The Gulf Coast Partnership provides the County with access to and training in Call Point for 2-1-1 and ServicePoint (aka HMIS) for 2-1-1 and Human Services staff through MOUs and Contracts.

Is this application for a new appointment? ☒ Yes ☐ No
If yes, please indicate what you would like to accomplish if you are appointed to this Board:

Increased engagement with for-profit, non-profit, and government sectors around the creation of affordable housing opportunities. Increased transparency of decision making through creation of policies and procedures.

Is this application for a re-appointment? ☐ Yes ☒ No

- If yes, please indicate what your accomplishments have been while serving on this Board:
  N/A
- If "Yes", please indicate what you would like to accomplish during this term:
  N/A

If you have previously served on a Charlotte County Advisory Board or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the board:
N/A

Have you ever worked for the Charlotte County Board of County Commissioners? ☐ Yes ☒ No

- If "Yes", please list position, department, start and end date: _____

Do you have any relatives currently working for the Charlotte County Board of County Commissioners? ☐ Yes ☒ No

- If "Yes", please list name(s) and department(s): _____

Are you a full-time Charlotte County Resident? ☒ Yes ☐ No

Have you ever been convicted of a Felony or Misdemeanor? (Please be sure you understand the question, as failure to answer truthfully will disqualify you). ☐ Yes ☒ No

- If "Yes", please explain: _____

Have you ever pled NO LO CONTENDRE or pled guilty to a crime which is a Felony or a Misdemeanor? (Please be sure you understand the question, as failure to answer truthfully will disqualify you). ☐ Yes ☒ No

- If "Yes", please explain: _____

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.
Form revised on Wednesday, May 02, 2018

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY BOARD – CONTINUED

1.) **All of the Boards and Committees appointed by the Board of County Commissioners are required to comply with the Sunshine Law FS 286.011 and some of the Boards and Committees appointed by the Board of County Commissioners are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. You may be required to file a Form 1 Financial Disclosure. You will be provided with more information upon appointment.**

2.) **Charlotte County, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory boards in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

3.) **The Board of County Commissioners request that you attend the Commission meeting at which your application will be considered for appointment. This office will notify you of the Commission meeting date.**

4.) **Members who fail to regularly attend meetings may automatically forfeit their appointment.**

By signing this application, you acknowledge that you have read and understand the previous statements.

Signature

April 4, 2019
Date

A résumé or list of qualifications and experience is required but cannot replace this application form.

PLEASE RETURN THIS COMPLETED FORM TO:

Charlotte County Board of County Commissioners
Attn: Executive Assistants
18500 Murdock Circle
Port Charlotte, FL 33948

OR EMAIL TO:

Assistant@CharlotteCountyFL.gov

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.
Form revised on Wednesday, May 02, 2018

Angela M. Hogan
3516 Beacon Drive, Port Charlotte, FL 33980
(941) 623-6577
angela.hogan@gulfcoastpartnership.org

2017 – Present CEO
Gulf Coast Partnership – Punta Gorda, Florida

Mission, "Facilitate community-wide initiatives to understand community needs, identify and implement best practices to meet those needs, and to raise the quality of life for all residents."

Duties Include: Board Administration/Support, Continuum of Care Management, State & Federal Grant & Contract Administration, Organization and Program Management, Community Planning, and Public Relations.

2008 – 2017 CEO
Charlotte County Homeless Coalition – Port Charlotte, Florida

Mission, "Prevent homelessness and hunger in Charlotte County."

Duties Include: Board Administration/Support, Program, Product, and Service Delivery, Financial, Tax, Risk, and Facilities Management, Human Resources Management, Community/Public Relations, and Fundraising.

2003-2008 Grants Writer/Outcomes Coordinator
Sarasota Family YMCA – Sarasota, Florida

Mission, "build strong kids, strong families, strong communities."

Duties Included: coordination, submission, and/or publication of all agency grant and contract applications, Invitations to Negotiate (ITN), Requests for Proposals (RFP), and Requests for Information (RFI). Responsible for contract and grant management for all state, federal, and local grants including outcomes measurement, interim and final reporting. Conducts internal monitorings of all grant/contract funded programs and activities.

1997-2003 Technical Writer
Entergy Vermont Yankee Nuclear Power Corporation – Vernon, Vermont

Vermont Yankee Nuclear Power Station is the State of Vermont's only nuclear power generating plant. The plant provided 4,444 million megawatt hours of electricity, 73.4% of the total electricity generation for the entire State.

Duties Included: working in the Licensing, Engineering and Technical Support Departments creating and updating all company technical & vendor manuals, policies, and procedures. Collecting data and charting performance indicators, providing support for regulatory and internal auditors.

1997 – 2000 Executive Director - Development Coordinator (Summers Only)
Green Mountain Camp for Girls – Dummerston, Vermont

Mission, "to give young girls a chance to experience more of the world around them and to share these experiences with other girls their age."

Duties Included: supervision and management of 20 staff and 125 children, designed program and scheduling, developed and maintained annual budget, developed organization's 5-year plan, initiated application process for National Accreditation and State of Vermont funding, developed all organization policies & procedures.

1992 – 1996 Case Manager II
Brattleboro Retreat (Retreat Healthcare) – Brattleboro, Vermont

The Brattleboro Retreat, is a not-for-profit, regional specialty mental health and addictions treatment center. "Retreat Healthcare offers a high quality, inpatient, partial hospitalization, child and adolescent residential, and outpatient treatment."

Duties Included: Crisis intervention, group therapy, 1:1 counseling, medical documentation, and BHOS programming.

Education
1995 - B.A., Social-Psychology, 1997 – M.A., Cultural Anthropology, Norwich University, Northfield, Vermont

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: C - 4.

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1 DEPARTMENT MAKING REQUEST

Commission Office

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the re-appointment of Robin Madden to the Tourist Development Council representing the "Tourism Industry" category. Length of term is four years, and will expire on September 8, 2023.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Membership___Attendance.pdf	Members & Attendance	4/12/2019	Cover Memo
Application___Resume_.pdf	Application & Resume'	4/12/2019	Cover Memo

Tourist Development Council Members

Commissioner BillTruex- Chairman
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948
(941) 743-1300
FAX: (941) 743-1310
E-mail: bill.truex@charlottefl.com

Kathy Burnam
Tourism Accommodation Member
Fishermen's Village
1200 W. Retta Esplanade, #57A
Punta Gorda, FL 33950
(941) 639-8721
FAX - (941) 637-1054
E-mail - mkting@fishville.com
Term Expires 8-28-20

Janet Watermeier
Tourism Industry Member
Visual Arts Center
210 Maud Street
Punta Gorda, FL 33950
Phone: (941) 639-8810
E-mail: ExecDir@VisualArtCenter.org
Term Expires: 12-9-21

Julie Mathis - Executive Director
Tourism Industry Member
Charlotte County Chamber of Commerce
311 West Retta Esplanade
Punta Gorda, Florida 33950
(941) 639-2222
FAX: 941-639-6330
E-mail: jmathis@charlottecountychamber.org
Term Expires: 6/26/22

David B. Haynes
Tourism Accommodation Member
Tarpon Real Estate, Inc.
8725 Placida Rd. Suite 8
Placida, FL 33946
941-697-9797
941-270-1325 (mobile)
david@tarponrealty.com
Term Expires: 11-14-21

Mayor Nancy Prafke
Elected date: November 2018
Elected Municipal Official
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
Tel. (941) 575-3369
Fax. (941) 575-3365
E-mail – Nprafke@cityofpuntagordafl.com

Council Member Jaha Cummings
Elected Date: November 2016
Elected Municipal Official
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
Tel. (941) 575-3369
Fax. (941) 575-3365
Home: (941) 639-2914
JCummings@cityofpuntagordafl.com
aoishima92@yahoo.com

*
Robin Madden
Tourism Industry Member
Islander Properties
7025 Placida Rd.
Englewood FL 34224
Tel. (941) 697-2000
E-Mail - robinmadden@islanderproperties.com
Term Expires 9-8-19

Kelly Williamson
Tourism Accommodations Member
Four Points by Sheraton Punta Gorda Harborside
33 Tamiami Trail
Port Charlotte, FL 33950
(941) 637-6770
E-Mail: kelly.williamson@fourpointspuntagorda.com
Term Expires 10-9-22

Robin Madden
TDC MEMBER

First TDC Meeting

	11/7/2014	1/9/2015	3/6/2015	5/8/2015	7/10/2015	7/27/2015	9/11/2015	11/6/2015	1/8/2016
							x	x	x
	3/4/2016	5/6/2016	7/8/2016	9/30/2016	11/4/2016	1/6/2017	3/3/2017	5/5/2017	7/1/2017
	x	x	x	x	x	x	x	Excused	x
	9/1/2017	11/3/2017	1/5/2018	3/14/2018	5/4/2018	7/13/2018	9/7/2018	11/4/2018	3/8/2019
	x	x	x	x	x	x	x	x	x

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY COMMITTEE

New Applicant ☒ Re-Appointment

INCOMPLETE APPLICATIONS WILL BE RETURNED

Mr/Mrs/Ms: Mrs			
Name:	Madden	Robin	L
Residence Address:			
64 Tarpon Way		Placida	33946
Mailing Address:			
PO Box 3220		Placida	33946
Phone No.			
Cell: 941-276-6902	Home: n/a	Business: 941-697-2000	
FAX:941-697-7441			
E-Mail Address: robinmadden@islanderproperties.com			

I hereby submit my name for consideration to serve in an advisory capacity to the Board of Charlotte County Commissioners on the following Advisory Committee as a XX Regular or ☐ Alternate member:

Tourist Development Council

Name of Advisory Committee

If applying for a specific category/position, please so state: N/A

Occupation: Broker/Owner/President Islander Properties, Inc: Owner/Operator of company handling vacation rentals, property management, real estate. We manage 35 high end vacation rentals and property management for 90 properties. We opened a house cleaning company, Islander Properties Homes Services. LLC in 2014.

If currently retired, previous occupation: N/A

Civic/Professional Accomplishments/Offices Held:

As a Realtor®, I purchased a small 30 year old real estate, vacation rental and property management company on the barrier island of Don Pedro-Knight-Palm Island in January 2007. Maybe not the best time to do so, however, we have worked hard to establish our credibility in the business. Despite the downturn in the economy and the "perceived" oil spill, our rentals are the best since 2007 and real estate has taken a positive turn. Our real estate reach is Don Pedro-Knight-Palm Island, Little Gasparilla

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

Island and the Cape Haze Peninsula. In 2012, our company sales were in excess of $3 million, in 2013, $7 million, and in 2014, just over $16 million. This has remained steady through 2018.

I served as the My Florida Regional (MFR) Director for the Englewood Area Board of Realtors (EABOR) May 2011 - May 2014. EABOR Director from 2013-2014; Chair of the EABOR Public Relations Committee for 2013; Past President 2008 and 2009 for the Englewood on the Gulf Chapter of The Women's Council of Realtors® and Sponsor Chair for 2013; Past President of the for the Englewood Area Board of Realtors® for 2015. Current President of the Florida Restaurant & Lodging Association for 2018/2019.

My background is in the telecommunications industry; 30 years at Southern Bell and BellSouth holding various titles and leadership positions in marketing, sales, customer service, business planning and development, internal auditing and leadership development and implementation. Served on the Englewood Family YMCA Tropical Nights Annual Fundraiser since 2007 and as co-chair from 2012-2014 and current co-chair for 2019; actively involved with the Charlotte Harbor and Gulf Islands Visitors Bureau; and Leadership Englewood Inaugural Class Graduate 2008. I also served 3 years on the Palm Island Estates Association, the Steering Committee to help establish the Don Pedro-Knight-Palm Islands Roads and Bridges Advisory Committee in 2013, and the Fire/Rescue Protection Committee in 2012-2013. Currently working on the Suncoast Humane Society Capital Campaign to raise funds for their new facility.

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY COMMITTEE – CONTINUED

My qualifications to be eligible are as follows:

I am eligible based on criteria as stated in the statute. I live and work in Charlotte County. I have worked closely with the CVB for several years and feel very strongly about the effort that is put forth by that organization. We most definitely need that support in our community. Have served on the TDC since Septemer 2015,

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the County or that is conducting any business with the County.

N/A

Is this application for a new appointment? XX Yes ☐ No

If yes, please indicate what you would like to accomplish if you are appointed to this Committee:

As a business owner managing vacation rentals, property management and real estate, which ties in closely with rentals, I feel that I have lent my expertise to Charlotte County and its quest to enhance our tourism efforts. Englewood and the Cape Haze Peninsula is our community, a hidden gem with natural resources that we need to preserve while developing.

Is this application for a re-appointment? xx☐ Yes No

- If yes, please indicate what your accomplishments have been while serving on this Committee:

- If "Yes", please indicate what you would like to accomplish during this term:

With all of the development that is forthcoming in the near future in our community, I think it is important that those of us on the TDC work cohesively to assist the community transform in the right way.

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

If you have previously served on a Charlotte County Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

_____

_____

Have you ever worked for the Charlotte County Board of County Commissioners? ☐ Yes X No

- If "Yes", please list position, department, start and end date: _____

Do you have any relatives currently working for the Charlotte County Board of County Commissioners? ☐ Yes X No

- If "Yes", please list name(s) and department(s): _____

Are you a full time Charlotte County Resident? X Yes ☐ No

APPLICATION TO SERVE ON A CHARLOTTE COUNTY ADVISORY COMMITTEE – CONTINUED

1.) **All of the Boards and Committees appointed by the Board of County Commissioners are required to comply with the Sunshine Law FS 286.011 and some of the Boards and Committees appointed by the Board of County Commissioners are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. You may be required to file a Form 1 Financial Disclosure. You will be provided with more information upon appointment.**

2.) **Charlotte County, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.**

3.) **The Board of County Commissioners request that you attend the Commission meeting at which your application will be considered for appointment. This office will notify you of the Commission meeting date.**

4.) **Members who fail to attend three (3) meetings in a twelve-month period without cause and without prior approval of the chairman shall automatically forfeit their appointment.**

By signing this application, you acknowledge that you have read and understand the previous statements.

Robin Madden
Signature

3-28-19
Date

It is recommended that a résumé of additional personal and professional qualifications and experience that pertains to the above be submitted with this application however, it cannot replace the application form.

Please return this completed form to:

Please be advised that all information contained in this application becomes Public Record once submitted to Charlotte County.

ROBIN MADDEN

Address: 64 Tarpon Way
Don Pedro-Knight-Palm Island
PO Box 3220
Placida, FL 33946

E-Mail: robinmadden@islanderproperties.com
Business Phone: 941-697-2000
Cellular Phone: 941-276-6902

PROFESSIONAL PROFILE

Management professional with 30 years of diversified corporate experience at BellSouth Telecommunications, Inc. Proven leadership ability with superior interpersonal skills with individuals at all levels. Highly effective in problem identification and resolution. Demonstrated ability to successfully initiate and implement critical processes to improve business performance. Assignments frequently given in problem areas due to expert trouble shooting skills.

Proven Expertise In:

Call Center Management
Revenue Generation
Business Analysis
Customer Satisfaction
Infrastructure Planning
Audits
Real Estate Broker
Process Improvements
Project Management
Coaching and Development
Call Center Support
Leadership Skills Development
Training

PROFESSIONAL EXPERIENCE

Islander Properties, Inc **2007-Present**

Broker/Owner

Islander Properties, Inc **2004-2007**

Real Estate Sales Associate

Keyes Company **2003-2004**

Real Estate Sales Associate

Sundance Enterprises, Inc. **2001-2003 (Retired)**

Vice President of a consulting company, in existence since 1995, that provides telecommunications expertise worldwide.

BellSouth Telecommunications, Inc **1971-2001 (Retired)**

Call Center Management **1998-2001**

- Directed and managed all activities of a Call Center with 180 employees. Responsibilities included sales of products and services and resolution of service order, billing and collections inquiries from residential customers. This particular center had a long history of poor performance.
- Identified opportunities for improvement and created and implemented activities to make the organization successful.

Leadership Skills Development **1997-1998**

- Directed a team of 6 high potential managers in the creation and implementation of a program to develop and enhance leadership skills for all levels of management in the Florida organization.
- Training in the areas of leadership, communications, coaching, feedback, and employee development was created and administered to all levels of management. A review process to test for improvement on going was developed and administered.
- Reported directly to the Vice President for Florida residential operations. Provided feedback and recommendations to the VP and other higher levels of management with regard to areas of concern. Assisted management with the implementation of recommendations, which resulted in an improvement of various results, including employee satisfaction surveys.
- Being the first program of its kind in the organization, the corporation obtained feedback for the purpose of administering it within the other 8 states in the region.

Project Manager **1996-1997**

- Served as a field operations consultant and Project Management Office (PMO) Manager on a regional (9 state) reengineering project for call center operations at corporate headquarters in Atlanta, Georgia.
- Provided input to senior management within the corporation. Liaison with field operations and higher management within the corporation.
- Served on a select committee and revised the project's business plan to accommodate a reduced budget.
- Directed the project implementation in Florida within budget and in accordance with timelines.

Process Improvement **1993-1996**

- Directed a business office operations group of 80 employees with responsibilities for the detection and correction of billing errors for customers with residential, business and complex service telephone lines.
- Successfully managed 60 or more projects concurrently, which included developing procedures and tracking mechanisms for each.

- Developed billing reconciliation procedures for the Florida organization. Upon integration with corporate systems, the process was used as a benchmark in the region.
- Due to the critical nature of the projects, served as a liaison with company attorneys, compliance teams and staff support groups.
- Created and implemented the first successful self-directed work team of 10 employees who handled regulatory (Public Service Commission) and higher management complaints for residential customers in Florida. The team was highly successful in reducing work content in the call centers, satisfying unhappy customers and in identifying process improvement opportunities. Southwestern Bell and Lucent Technologies benchmarked this process.

Quality Management **1992-1993**

- Created the process and directed the implementation of the corporate quality management initiative for the Florida organization. Liaison between local management, labor representatives and corporate directors.
- Conducted cross-functional training. Developed and hosted a highly informative panel discussion between BellSouth management and external business leaders, such as Xerox, who were known to have successfully implemented quality initiatives.

Audits **1988-1992**

- Served as an internal auditor and conducted various operational audits in Customer Operations, Marketing, Network Operations, Human Resources and Information Technology. Of 110 corporate auditors including CPAs, was rated 5th in the region (9 states) in job performance.
- Conducted interdepartmental sales audits in Florida, which became very high profile due to the significant findings. Subsequently, directed the auditors who conducted the same audits in the other 8 states in the region.

Center Support **1983-1988**

- As Staff Manager for the Vice President of Florida, supported Call Centers in achieving revenue commitments.
- Developed revenue commitments and sales contests, tracked and analyze results, conducted reviews and managed a budget of $1 million plus.
- Revenue commitments at the VP level were met or exceeded.

Center Support **1981-1983**

- As Staff Manager for the Division Manager, served as a relief manager for offices with performance deficiencies.
- Identified problem areas in the offices, created improvement plans and implemented resolutions. Results improved significantly.

- Tracked and analyzed results, conducted reviews and training, and maintained budgets for both Network and Call Center Division operations. This included supporting retail phone stores and teller locations.

Call Center/Coaching and Development **1977-1981**

- Supervised Call Center Representatives and clerical personnel with responsibility for handling customers with residential, business and complex services.

Call Center **1971-1977**

- Performed effectively as a customer representative in several call centers and retail phone stores. Responsible for selling products and services, issuing orders and resolution of order, billing and collections inquiries from customers with residential, business and complex services.

EDUCATIONAL AND PROFESSIONAL TRAINING

Nova Southeastern University, Leadership, Technical, Sales, Computer, Auditing, Quality Management, Instructor Certification, Professional Witness, Real Estate Associate/Broker Training, Institute for Luxury Home Marketing.

COMMUNITY/CIVIC ACCOMPLISHMENTS

Served as the My Florida Regional (MFR) Director for the Englewood Area Board of Realtors® (EABOR) May 2011-May 2014. EABOR Director from 2013-2014; Chair of the EABOR Public Relations Committee for 2013; Past President 2008 and 2009 for the Englewood on the Gulf Chapter of The Women's Council of Realtors® (WCR) and Sponsor Chair for 2013. Am currently the President Elect for the Englewood Area Board of Realtors®.

Have also served on the Englewood Family YMCA Tropical Nights Annual Fundraiser since 2007 and as co-chair from 2012-2014; actively involved with Charlotte Harbor and Gulf Islands Visitors Bureau; and Leadership Englewood Inaugural Class Graduate 2008. Also served 3 years on the Palm Island Estates Association, the Steering Committee to help establish the Don Pedro-Knight-Palm Islands Roads and Bridges Advisory Committee in 2013, and the Fire/Rescue Protection Committee in 2012-2013.

ROBIN MADDEN

Career Overview:

Management professional with 30 years of diversified corporate experience at BellSouth Telecommunications, Inc. Proven leadership ability with superior interpersonal skills with individuals at all levels. Highly effective in problem identification and resolution. Demonstrated ability to successfully initiate and implement critical processes to improve business performance. Assignments frequently given in problem areas due to expert trouble shooting skills.

Directed and managed all activities of a Call Center with 180 employees. Responsibilities included sales of products and services and resolution of service order, billing and collections inquiries from residential customers. Identified opportunities for improvement and created and implemented activities to make the organization successful.

Reported directly to the Vice President for Florida residential operations. Provided feedback and recommendations to the VP and other higher levels of management with regard to areas of concern. Assisted management with the implementation of recommendations, which resulted in an improvement of various results, including employee satisfaction surveys.

Served as a field operations consultant and Project Management Office (PMO) Manager on a regional (9 state) reengineering project for call center operations at corporate headquarters in Atlanta, Georgia.

Provided input to senior management within the corporation. Liaison with field operations and higher management within the corporation.

Served on a select committee and revised the project's business plan to accommodate a reduced budget.

Directed the project implementation in Florida within budget and in accordance with timelines.

Core Competencies:

- Market Analysis
- Audits
- Strategic Planning
- Revenue Generation
- Business Analysis
- Project Management
- Customer Satisfaction
- Infrastructure Planning
- Process Improvements

Telco Industry Disciplines:

- Call Center Management
- Project Management
- Customer Operations Support
- Budget Management
- Coaching and Development
- Leadership Skills Development
- Training

Strengths:

- Implementation of sales and marketing strategies
- Extensive experience in Call Center Management.
- Superior coaching and teaching skills.
- Organized, detail oriented, problem solver with demonstrated communications skills.

Education:

Nova Southeastern University

Leadership Training

Sales Training

Auditor Certification

Quality Management

Instructor Certification

Professional Witness Training

Sales Associate (Realtor) Florida license

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: D - 1.

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1 DEPARTMENT MAKING REQUEST

Administration

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the proposed 2020 Sales Tax Focus Group.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The final listing of the actual participants, including the board member nominations will be brought back to the Board for approval on the 6/18/19 board meeting.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Focus_Group_Participants.pdf	Focus Group Participants	5/3/2019	Backup Material

Sales Tax 2020

Focus Group

It is our goal to gather a group of 10 - 15 participants of community organizations by July 2019 to begin discussing and vetting projects for the board to consider placing on the ballot for the 2020 sales tax.

Possible Members

- One member from Charlotte County Chamber of Commerce
- One member from PG Chamber of Commerce
- One member from Englewood Chamber of Commerce
- One member from Tourist Development Council
- One member from Charlotte DeSoto Building Industry Association
- One member from Economic Development Partnership
- One member from City of Punta Gorda Council
- One member from PG-Port Charlotte-North Port Association of Realtors
- One member from Charlotte County School Board
- One member from Airport Authority
- 5 members to be appointed by the Board of County Commissioners, with each Commissioner choosing one member

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: E - 1.

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1 DEPARTMENT MAKING REQUEST

County Attorney

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve and authorize the Chairman to sign the Certificate Regarding Matching Funds for the Supervisor of Elections to meet the State requirement to receive Charlotte County's share of the 2018-2019 Legislature appropriated funds to be distributed to State Supervisor of Elections for federal election activities; and
b) Approve and authorize the Chairman to sign the Certificate of Equipment for Casting and Counting Ballots.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement
None.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The Certificate Regarding Matching Funds is required by the Florida Department of State in order for Charlotte County to receive its share of the appropriated funds for federal election activities. Charlotte County will receive $20,424.56 and a local match of $3,063.68 or 15% is required. The FY 18-19 budget for the Supervisor of Elections contains a sufficient amount of funds to cover the required match which will be used for the specific purposes designated in the grant. The Certificate of Equipment for Casting and Counting Ballots is an additional certificate required for the grant that states the county has sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next general election. The Supervisor of Elections states that the county has met this requirement.

ATTACHMENTS:

File Name	Description	Upload Date	Type
SOE_Letter.pdf	Supervisor of Elections Request Letter	4/15/2019	Cover Memo
Grant_Checklist.pdf	Grant Checklist	4/15/2019	Backup Material
MOA_Certificate___attachments_vResized.pdf	SOE Grant Certif & attachments	4/15/2019	Exhibit

HON. PAUL A. STAMOULIS
CHARLOTTE COUNTY
SUPERVISOR of ELECTIONS
226 Taylor Street, Unit 120
Punta Gorda, FL 33950
(941) 833-5400

2019 APR -5 PM 2:19
COUNTY ATTORNEYS OFFICE

April 4, 2019

Janette Knowlton, Esq.
Charlotte County Attorney
18500 Murdock circle, Room 573
Port Charlotte, FL 33948

RE: 2018-2019 Federal Election Activities Grant

Dear Attorney Knowlton:

Enclosed herein please find a copy of correspondence directed to Chairman Doherty regarding the above captioned, together with original supporting documents, BCC Meeting Document Processing Instructions and the Charlotte County Grants Checklist.

Our understanding is that this information should go to your department first for review and placement on the BCC calendar on the next available date for approval and execution. I would appreciate it if you would advise this office as to when this matter will be placed on the BCC calendar. **The deadline for submitting the application for these funds is June 1, 2019.**

Please do not hesitate to contact this office should you require further information.

I thank you for your consideration in this matter.

Very truly yours,

Hon. Paul A. Stamoulis
Supervisor of Elections
941-833-5400 ext. 5413

HPAS/dv
Enclosures
cc: Hon. Ken Doherty, Chairman
cc: Jim Darden, Fiscal Services Division

"Education is a better safeguard of liberty than a standing army."
Edward Everett

HON. PAUL A. STAMOULIS
CHARLOTTE COUNTY
SUPERVISOR of ELECTIONS
226 Taylor Street, Unit 120
Punta Gorda, FL 33950
(941) 833-5400

April 4, 2019

Honorable Ken Doherty, Chairman
Board of County Commissioners
18500 Murdock Circle
Port Charlotte, FL 33948

RE: 2018-2019 Federal Election Activities Grant

Dear Chairman Doherty:

The 2018-2019 Legislature appropriated funds to be distributed to State Supervisors of Elections for Federal Election Activities. These funds are made available through specific appropriation 3081 of the 2018-2019 General Appropriations Act (see Section 6, Chapter 2018-9, Laws of Florida). Funds will be distributed pursuant to a formula based on registered voters as of the 2018 General Election, as certified by the Department of State (see attached breakdown by County). The requirement to receive Charlotte County's share of the monies, which is $20424.56, is that the County provide a 15% match for this funding, which is $3,063.68. **The deadline for submitting the application for these funds is June 1, 2019.**

Attorney Janet Knowlton's office is in receipt of the originals to review and to coordinate with the County Commissioners Board for placement on the first available BCC calendar date. It will be necessary to execute and return the Certificate Regarding Matching Funds (Attachment E of MOA 2018-2019-0003-CHA) and the Certificate of Equipment for Casting and Counting Ballots (Attachment D of MOA 2018-2019-0003-CHA). As part of a requirement for obtaining federal block grant funds from the Help America Vote Act (HAVA), the Chairman of the BCC must execute a Certification attesting to the fact that the county already has sufficient equipment for the casting and counting of ballots in the next regularly scheduled General Election. The theory here is, I assume, that these funds are only to be used to upgrade existing software or hardware technology. I can assure you that that is the case for Charlotte County.

Also enclosed are the following copies for your records:

1. Copy of Memorandum of Agreement, MOA #2018-2019-0003-CHA
2. Copy of 3081 Special Categories, Attachment A to MOA #2018-2019-0003-CHA;
3. Copy of the Federal Election Activities Plan;
4. Copy of the 2018-2019 Funding per County, Attachment B to MOA 2018-2019-0003-CHA;

April 4, 2019
Hon. Ken Doherty, Chairman
2018-2019 Federal Election Activities Funds

5. Copy of the Certification Regarding Debarment, Attachment C to MOA 2018-2019-0003;
6. Certificate of Equipment for Casting and Counting Ballots for execution and return, Attachment D of MOA 2018-2019-0003-CHA;
7. Certificate of Matching Funds for execution and return, Attachment E of MOA 2018-2019-0003-CHA;
8. Florida Single Audit Act Requirements, Attachment F to MOA 2018-2019-0003-CHA;

As always, if you have any questions or comments or require additional information, please do not hesitate to contact me.

I thank you for your consideration in this matter.

Very truly yours,

Hon. Paul A. Stamoulis
Supervisor of Elections
941-833-5400 ext. 5413
www.paulstamoulis@charlottevotes.com

HPAS/dv
Enclosures
cc: Attorney Janet Knowlton
cc: Jim Darden, Fiscal Services Division

Charlotte County Grants Checklist

Department: Fiscal Services

Staff Completing Form: Diane R. Verdon

BCC Meeting Date: _____

Instructions:

- **For Departments to attach to Novus Agenda items pertaining to grant applications.**
- **Fill out one form for each grant.**
- **Contact your Fiscal Services Representative with any questions.**

1. How much will the Department/County be receiving from the grant?

   FY 2018/2019: $20,424.56.

2. How many years have we been receiving this grant?

   A new grant is offered annually. In FY 2017/2018, the Supervisor of Elections received $19,946.26.

3. Is there a County match required? If yes, what type of match and amount?

   Yes. 15%. $3,063.68, Match - Federal election activities purposes

4. What will the grant be used for?
   Pay poll worker stipends for training events.

5. Is it for additional or new services/equipment?

   No

6. Does it pay for something that the County already does?

   The county has previously paid for poll worker training, and would do so if not awarded a grant.

7. Does it pay for any positions? If yes, what happens to the position(s) if the grant goes away?

   No

8. Is the County obligated to pay for anything after the grant goes away?

   No

MEMORANDUM OF AGREEMENT
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and Hon. Paul A. Stamoulis Supervisor of Elections for Charlotte County, ("Sub-recipient"). This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

Grant funds are made available pursuant to Specific Appropriation 3081, Chapter 2018-9, Laws of Florida to provide funds to the 67 county supervisor of elections offices in the ongoing effort to improve the administration of federal elections. See **Attachment A** for appropriation proviso.

The Department of State is authorized to distribute to all 67 county Supervisors of Elections a sum total of two million dollars ($2,000,000) in non-recurring funds for fiscal year 2018-2019 from the Federal Grants Trust Fund, pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Help America Vote Act Requirements Payments").

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work.

Funds provided under this agreement shall be used for advance payment for allowable expenses to improve the administration of federal elections. Those allowable expenses and the timeline by when requests must be submitted are detailed in Table 1 in subsection B. For additional guidance on allowable and non-allowable expenses, see *DE Guide 0018 - Allowable and Non-Allowable Expenses for HAVA Expenditures – Federal Election Activities Grant.*

B. Deliverables, Minimum Levels of Service, and Financial Consequences

Table 1		
Deliverables (1, 2, 3, and/or 4)	**Minimum Level of Service**	**Financial Consequences**
1. Federal Election Administration Activities - Voter Education. Examples include: Mailing and publishing of sample ballots Mailing or publishing voter information cards Publishing of voter guides Voting system Demonstrations	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020, or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.

	allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.
2. Federal Election Administration Activities – Poll Worker Training Examples include: Poll worker training stipends Poll worker training materials	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.

	and/or products purchased, used and/or implemented.	
3. Federal Election Administration Activities – Standardizing Election Results Reporting Examples include: Software or hardware technology that enhances or facilitates the reporting of election results	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020. No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit Annual Expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.
4. Federal Election Administration Activities - Other Federal Election Administration Activities, as approved in advance by the Department of State. Examples include:	Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.	If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund. Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the

MOVE Act implementation and maintenance; Software or hardware technology that enhances or facilitates the delivery of vote-by-mail ballots, casting and counting of valid votes, voting systems audits or recounts, or the certification of accurate and complete election results.	No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match. Sub-recipient shall submit annual expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented. Sub-recipient shall submit a final expenditure report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.	Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds. Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds. All funds returned shall revert to the Federal Grants Trust Fund.

C. Request and Disbursement Process

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application a minimum payment amount of five thousand dollars ($5,000) plus a proportional amount based on the voting age population in the Sub-recipient's county. See **Attachment B.** The amount per county is based on the aggregated remaining amount of the total grant for the 67 Sub-recipients divided by the total number of voting age population for the State in the most recent decennial census and then multiplied by the respective county's voting age population.

To receive funds, the Sub-recipient shall submit a complete grant application no later than June 1, 2019, using the Department of State's Online Grants Program at https://www.dosgrants.com. The application must contain a description of the plan to be implemented. If a county has remaining funds from one or more prior federal election activities grant distributions, as part of their application for 2018-2019 funds, the sub-recipient shall provide an explanation as to why those funds have yet to be expended.

Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. *A* completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment C.** [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

2. A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 8/16), attached hereto as **Attachment D.** This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

3. A completed "Matching Funds Certification" (DS-DE 127), attached hereto as **Attachment E.** The form certifies that the county governing body shall provide addition matching funds in an amount equal to fifteen percent (15%) of the amount to be received from the state. If the county governing body fails to appropriate the matching funds, the Supervisor must return to the Department all funds received under this agreement.

D. Reporting

The Sub-recipient must submit an annual expenditure report that includes supporting documentation evidencing allowable expenses no later than July 31, 2019 and again on July 31, 2020. The Sub-recipient must provide a final expenditure report including submitting supporting documentation evidencing allowable expenses no later than December 31, 2020 and written confirmation that all remaining previously distributed grant funds remaining were expended first. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, sample publications, and other records that detail the services or products provided and the costs of such services and/or products. Documentation must account for all expenditures made from grant funds awarded under this agreement. Documentation must also provide details regarding matching funds and any interest earned. Failure to submit the report may result in immediate notice to return all funds, including any interest accrued. Any funds determined not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

Using the Form DS-DE 129, the Sub-recipient shall report annually to the Department any unspent funds remaining on June 30 of each fiscal year. The Sub-recipient shall submit the annual report no later than July 31 of every year until funds are fully expended, or returned, whichever is earlier.

E. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

The Sub-recipient must establish and maintain the grant funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment F**, may be subject to monitoring, audits and reporting requirements herein.

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

B. Audits

1. *Federally Funded Audits (*OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends $750,000 or more in Federal awards in its fiscal year, the Sub-recipient **is required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than $750,000 in Federal awards in its fiscal year, an audit **is not required.** The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

2. *Other audits*

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at http://www.eac.gov.

C. Audit Reporting

Copies of financial reporting packages as described in Subpart C- Auditees, section ____.320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

Department of State *Division of Elections* *R.A. Gray Bldg., Ste 316* *500 S. Bronough St.* *Tallahassee, FL* *32399-0250*	*Department of State* *Office of Inspector General* *R.A. Gray Bldg., Rm. 406* *500 S. Bronough Street* *Tallahassee, FL* *32399-0250*	*Auditor General's Office* *Claude Pepper Bldg.* *111 West Madison St.* *Tallahassee, FL* *32399-1450*	*Federal Audit Clearinghouse* *Bureau of the Census* *1201 East 10th St.* *Jeffersonville, IN* *47130*

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable . The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. Record Retention

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient

Signature: _____

Name and Title: Hon. Paul A. Stamoulis
Supervisor of Elections

Address: 226 Taylor St., Unit 120, Punta Gorda, FL 33950

County FEID No. 59-6000541

Witness: Jeanne R. Verdon

Date: 9/4/19

By Department of State, Division of Elections

Signature: _____

Name and Title: _____

Address: R.A. Gray Building
500 S. Bronough Street, Ste. 316
Tallahassee, Florida 32399

Witness: _____

Date: _____

MOA # 2018-2019-0003- CHA

3081 SPECIAL CATEGORIES
GRANTS AND AIDS - FEDERAL ELECTION ACTIVITIES (HELP AMERICA VOTE ACT)
FROM FEDERAL GRANTS TRUST FUND . . . $2,000,000

Funds in Specific Appropriation 3081 shall be distributed to county supervisors of elections to be used for election administration activities such as voter education; pollworker training; standardizing elections results reporting; or other federal election administrative activities as approved by the Department of State.

County supervisors of elections will receive funds only after providing the Department of State a detailed description of the programs that will be implemented. Funds distributed to county supervisors of elections require a certification from the county that matching funds will be provided in an amount equal to fifteen percent of the amount to be received from the state.

Also, before a county supervisor of elections receives funds for any software or hardware technology, including, but not limited to, any emerging technology that enhances or facilitates the delivery of absentee ballots, the casting and counting of valid votes, voting system audits or recount processes, and the certification of accurate and complete official election results, the software or technology must first be certified or approved, whichever is applicable, by the Department of State. Additionally, before the supervisor can receive funds for emerging or enhancing technology, the county supervisor of elections and the chairperson of the county governing body must certify that the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors including reducing the wait time at the polls during the early voting period and on election day for the next regularly scheduled general election.

To be eligible, a county must segregate federal funds and required county matching dollars in a separate account established to hold only such funds. Funds in this account must be used only for the activities for which the funds were received. Funds shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended. Supervisors of elections shall report to the Department of State any unspent funds remaining on June 30 of each fiscal year.

Charlotte County Supervisor of Elections

Project Title: HAVA Grant FY 2018/2019

A. Voter Education Page 1 of 6

Anticipated % of Funds Total: 100

Applicant Information

a. **Organization Name:** Charlotte County Supervisor of Elections
b. **FEID:** 59-6000541
c. **Phone number:** 941.833.5400
d. **Principal Address:** 226 Taylor Street, Unit 120 Punta Gorda, 33950
e. **Mailing Address:** 226 Taylor Street, Unit 120 Punta Gorda, 33950
f. **Website:** www.charlottevotes.com
g. **Organization Type:** County Government
h. **Organization Category:** Government: Supervisor of Elections
i. **County:** Charlotte
j. **DUNS number:**

1. Sample Ballots

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Voter Education Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

2. Voter Information Cards

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Voter Education Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

3. Publications

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Voter Education Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

4. System Demonstrations

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Voter Education Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

5. Voter Guides

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Voter Education Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

6. Voter Education

For each of the activity areas you have indicated you plan to spend funds on in Part 1, provide a performance goal, performance measure, timeline, and budget for the funds requested under this agreement.

Performance Goals

Performance Measures

Timeline

Budget

B. Poll Worker Training Page 2 of 6

Anticipated % of Funds Total: 100

1. Training Salaries

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☑	☑	☑	☑
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Poll Worker Training Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	100			

2. Training Materials

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Prior Year Poll Worker Training Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

3. Poll Worker Training

For each of the activity areas you have indicated you plan to spend funds on in Part 1, provide a performance goal, performance measure, timeline, and budget for the funds requested under this agreement.

Performance Goals

To provide the necessary training on Election procedures when conducting an Election.

Performance Measures

To reduce poll worker errors on procedures

Timeline

35/40 days prior to an election

Budget

100%

C. Standardizing Election Results Reporting Page 3 of 6

Anticipated % of Funds Total: 100

1. Standardizing Election Results Reporting

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

2. Standardizing Election Results Reporting

For each of the activity areas you have indicated you plan to spend funds on in Part 1, provide a performance goal, performance measure, timeline, and budget for the funds requested under this agreement.

Performance Goals

Performance Measures

Timeline

Budget

D. Administration Activities Page 4 of 6

Anticipated % of Funds Total: 100

1. Move Act

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

2. Technology

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Activities Funds	☐	☐	☐	☐
Prior Year Federal Election Activities Roll Over Funds	☐	☐		☐
Anticipated % of Funds To Be Spent	0			

3. Standardizing Election Results Reporting

For each of the activity areas you have indicated you plan to spend funds on in Part 1, provide a performance goal, performance measure, timeline, and budget for the funds requested under this agreement.

Performance Goals

Performance Measures

Timeline

Budget

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Alachua	203,051	$ 5,000.00	$ 22,844.44	$ 27,844.44	$ 4,176.67
Baker	20,068	$ 5,000.00	$ 2,257.77	$ 7,257.77	$ 1,088.67
Bay	131,776	$ 5,000.00	$ 14,825.58	$ 19,825.58	$ 2,973.84
Bradford	22,885	$ 5,000.00	$ 2,574.70	$ 7,574.70	$ 1,136.20
Brevard	435,690	$ 5,000.00	$ 49,017.71	$ 54,017.71	$ 8,102.66
Broward	1,356,717	$ 5,000.00	$ 152,638.72	$ 157,638.72	$ 23,645.81
Calhoun	11,493	$ 5,000.00	$ 1,293.03	$ 6,293.03	$ 943.95
Charlotte	137,100	$ 5,000.00	$ 15,424.56	$ 20,424.56	$ 3,063.68
Citrus	118,842	$ 5,000.00	$ 13,370.43	$ 18,370.43	$ 2,755.56
Clay	140,695	$ 5,000.00	$ 15,829.02	$ 20,829.02	$ 3,124.35
Collier	258,873	$ 5,000.00	$ 29,124.75	$ 34,124.75	$ 5,118.71
Columbia	52,338	$ 5,000.00	$ 5,888.34	$ 10,888.34	$ 1,633.25
DeSoto	27,027	$ 5,000.00	$ 3,040.70	$ 8,040.70	$ 1,206.10
Dixie	13,278	$ 5,000.00	$ 1,493.85	$ 6,493.85	$ 974.08
Duval	660,749	$ 5,000.00	$ 74,338.19	$ 79,338.19	$ 11,900.73
Escambia	233,465	$ 5,000.00	$ 26,266.20	$ 31,266.20	$ 4,689.93
Flagler	76,660	$ 5,000.00	$ 8,624.71	$ 13,624.71	$ 2,043.71
Franklin	9,579	$ 5,000.00	$ 1,077.69	$ 6,077.69	$ 911.65
Gadsden	35,184	$ 5,000.00	$ 3,958.41	$ 8,958.41	$ 1,343.76
Gilchrist	13,308	$ 5,000.00	$ 1,497.23	$ 6,497.23	$ 974.58
Glades	10,467	$ 5,000.00	$ 1,177.60	$ 6,177.60	$ 926.64
Gulf	13,289	$ 5,000.00	$ 1,495.09	$ 6,495.09	$ 974.26
Hamilton	11,886	$ 5,000.00	$ 1,337.25	$ 6,337.25	$ 950.59
Hardee	20,056	$ 5,000.00	$ 2,256.42	$ 7,256.42	$ 1,088.46
Hendry	28,254	$ 5,000.00	$ 3,178.74	$ 8,178.74	$ 1,226.81
Hernando	138,620	$ 5,000.00	$ 15,595.57	$ 20,595.57	$ 3,089.34
Highlands	80,814	$ 5,000.00	$ 9,092.05	$ 14,092.05	$ 2,113.81
Hillsborough	935,018	$ 5,000.00	$ 105,195.08	$ 110,195.08	$ 16,529.26
Holmes	15,645	$ 5,000.00	$ 1,760.16	$ 6,760.16	$ 1,014.02
Indian River	112,076	$ 5,000.00	$ 12,609.22	$ 17,609.22	$ 2,641.38
Jackson	39,839	$ 5,000.00	$ 4,482.12	$ 9,482.12	$ 1,422.32
Jefferson	12,013	$ 5,000.00	$ 1,351.53	$ 6,351.53	$ 952.73
Lafayette	7,085	$ 5,000.00	$ 797.10	$ 5,797.10	$ 869.57
Lake	235,311	$ 5,000.00	$ 26,473.88	$ 31,473.88	$ 4,721.08
Lee	497,885	$ 5,000.00	$ 56,015.02	$ 61,015.02	$ 9,152.25
Leon	221,514	$ 5,000.00	$ 24,921.64	$ 29,921.64	$ 4,488.25
Levy	32,172	$ 5,000.00	$ 3,619.54	$ 8,619.54	$ 1,292.93
Liberty	6,588	$ 5,000.00	$ 741.19	$ 5,741.19	$ 861.18
Madison	15,037	$ 5,000.00	$ 1,691.75	$ 6,691.75	$ 1,003.76
Manatee	256,550	$ 5,000.00	$ 28,863.40	$ 33,863.40	$ 5,079.51
Marion	267,117	$ 5,000.00	$ 30,052.25	$ 35,052.25	$ 5,257.84
Martin	120,572	$ 5,000.00	$ 13,565.07	$ 18,565.07	$ 2,784.76
Miami-Dade	1,950,707	$ 5,000.00	$ 219,466.12	$ 224,466.12	$ 33,669.92
Monroe	62,089	$ 5,000.00	$ 6,985.38	$ 11,985.38	$ 1,797.81
Nassau	57,395	$ 5,000.00	$ 6,457.28	$ 11,457.28	$ 1,718.59
Okaloosa	140,434	$ 5,000.00	$ 15,799.66	$ 20,799.66	$ 3,119.95

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Okeechobee	30,412	$ 5,000.00	$ 3,421.53	$ 8,421.53	$ 1,263.23
Orange	875,809	$ 5,000.00	$ 98,533.71	$ 103,533.71	$ 15,530.06
Osceola	198,269	$ 5,000.00	$ 22,306.44	$ 27,306.44	$ 4,095.97
Palm Beach	1,051,250	$ 5,000.00	$ 118,271.87	$ 123,271.87	$ 18,490.78
Pasco	366,124	$ 5,000.00	$ 41,191.12	$ 46,191.12	$ 6,928.67
Pinellas	753,654	$ 5,000.00	$ 84,790.55	$ 89,790.55	$ 13,468.58
Polk	460,359	$ 5,000.00	$ 51,793.12	$ 56,793.12	$ 8,518.97
Putnam	57,579	$ 5,000.00	$ 6,477.98	$ 11,477.98	$ 1,721.70
St. Johns	146,188	$ 5,000.00	$ 16,447.02	$ 21,447.02	$ 3,217.05
St. Lucie	215,781	$ 5,000.00	$ 24,276.64	$ 29,276.64	$ 4,391.50
Santa Rosa	115,163	$ 5,000.00	$ 12,956.52	$ 17,956.52	$ 2,693.48
Sarasota	319,713	$ 5,000.00	$ 35,969.61	$ 40,969.61	$ 6,145.44
Seminole	325,537	$ 5,000.00	$ 36,624.85	$ 41,624.85	$ 6,243.73
Sumter	84,908	$ 5,000.00	$ 9,552.65	$ 14,552.65	$ 2,182.90
Suwannee	32,102	$ 5,000.00	$ 3,611.67	$ 8,611.67	$ 1,291.75
Taylor	18,125	$ 5,000.00	$ 2,039.17	$ 7,039.17	$ 1,055.88
Union	12,525	$ 5,000.00	$ 1,409.14	$ 6,409.14	$ 961.37
Volusia	401,320	$ 5,000.00	$ 45,150.88	$ 50,150.88	$ 7,522.63
Wakulla	23,851	$ 5,000.00	$ 2,683.38	$ 7,683.38	$ 1,152.51
Walton	43,713	$ 5,000.00	$ 4,917.97	$ 9,917.97	$ 1,487.70
Washington	19,626	$ 5,000.00	$ 2,208.04	$ 7,208.04	$ 1,081.21
TOTAL	**14,799,219**	**$335,000.00**	**$ 1,665,000.00**	**$ 2,000,000.00**	**$ 300,000.00**

Formula for Allocation: Each county starts with a minimum payment ($5,000). Remaining funds are allocated by voting age population (2010 Census) in each county.

FY 2018-2019 Appropriation - Federal Election Administration Activities	**$2,000,000.00**
Total funds to be allocated by minimum payment ($5,000 x 67)	**$335,000.00**
Total funds to be allocated by voting age population	**$1,665,000.00**
Voting Age Population (2010 Census) - Statewide	**14,799,219.00**
Per voting age population funding multiplier	**0.1125**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Hon. Paul A. Stamoulis

Name and Title of Authorized Representative

Signature

4/4/19

Date

ED Form GCS-009, 6/88

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D of MOA 2018-2019-0003

Certificate of Equipment for Casting and Counting Ballots

We, Hon. Paul A. Stamoulis, Supervisor of Elections and Ken Doherty Chairperson of Board of County Commissioners, of Charlotte County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2018-2019 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

Supervisor of Elections

Chairman, Board of County Commissioners

4/4/19

Date

Date

DS-DE 135
Revised 6/18

ATTACHMENT E of MOA 2018-2019-0003

Certificate
County Match to Federal Grant Trust Funds
under the Help America Vote Act

I, Ken Doherty, Chairman of the Board of County Commissioners of Charlotte County, Florida, do hereby certify that the Board of County Commissioners shall provide the county Supervisor of Elections a minimum 15% county match* to the total amount that the county Supervisor of Elections may request and receive from the State in FY 2018-19. The Board shall appropriate an amount equal to or greater than $3,063.68. I understand that if the Board fails to appropriate the matching funds, all funds received from the State for this grant during the 2018-2019 state fiscal year, including interest, will be required to be returned to the Department of State and shall revert to the Federal Grant Trust Funds.

_____
Chairman, Board of County Commissioners

_____
Date

*See Attachment B to Memorandum of Agreement for Calculation

DS-DE 127
Revised 09/2018

Florida Single Audit Act Requirements

The administration of resources awarded by the Department of State to the Supervisor may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Supervisor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Supervisor is appropriate, the Supervisor agrees to comply with any additional instructions provided by the Department of State staff to the Supervisor regarding such audit. The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Supervisor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Supervisor expends $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards in its fiscal year, the Supervisor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Supervisor shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Supervisor conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Supervisor expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Supervisor expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Supervisor resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Supervisor is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Supervisor expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Supervisor (for fiscal years ending September 30, 2004 or thereafter), the Supervisor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Supervisor shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Supervisor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Supervisor expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Supervisor expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Supervisor's resources obtained from other than State entities).

   The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

   State of Florida Department Financial Services (Chief Financial Officer)
   www.fldfs.com/

   State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
   www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Supervisor directly to each of the following:

   A. The Department of State at each of the following addresses:

      Department of State
      Division of Elections
      R.A. Gray Building, Ste 316
      500 S. Bronough St.
      Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Supervisor shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Supervisor's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Supervisor directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Supervisors, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Supervisor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The Supervisor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Supervisor shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE SUPERVISOR PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the Supervisor represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA Number 90.401, Help America Vote Act Requirements Payments

Part 1 of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

State resources awarded to the recipient pursuant to this agreement consist of the following:

Not Applicable.

Matching resources for federal programs:

Not Applicable.

Subject to section 215.97, Florida Statutes:

Not Applicable.

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

Not Applicable.

Exhibit - 2

December 3, 2014

CHIEF FINANCIAL OFFICER'S MEMORANDUM NO. 03 (2014 - 2015)

SUBJECT: COMPLIANCE REQUIREMENTS FOR AGREEMENTS

This memorandum supersedes the Chief Financial Officer's Memorandum No. 4 (2005-2006) **minimum** requirements and confirms state agencies must follow for proper accountability over state and federal resources. While the State is accountable to the federal government, sub-recipients of federal financial assistance must be accountable to the State. Recipients/sub-recipients of state financial assistance must also be accountable to the State.

FEDERAL FUNDS

This memorandum is applicable to discretionary grants, which the State receives from the federal government. Applicability to federal entitlement programs or formula based awards should be determined on a case by case basis pursuant to federal regulations for these programs.

State agencies must determine whether they are passing on federal awards in the form of federal financial assistance to sub-recipients or procuring goods and services from a contractor. This determination is critical for the proper accountability over federal financial assistance, which is passed on to sub-recipients. State agencies will use the criteria established in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Code of Federal Regulations Title 2, Part 200.330 to make this determination. Agencies must retain documentation to support this determination.

In 2005 the Office of Federal Financial Management confirmed to the Department of Financial Services, if the State receives an award of federal financial assistance in the form of a grant or cooperative agreement, any sub-award for the purpose of the grant is subject to the rules applicable to the grant, **even if the sub-award is on a fixed price basis.** Agreements (sub-awards) with sub-recipients of federal financial assistance must require compliance with the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200). This guidance supersedes and consolidates the requirements from the Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for awards or increments of awards issued on or after December 26, 2014.

The Super Circular also applies to **sub-awards** made by State and local governments to an organization covered by the circular and provides that:

a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.

b. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
c. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the Federal government and compliance with applicable rules and regulations, including, but not limited to:

a. 2 CFR, Part 200
b. Section 287.057, Florida Statutes (F.S.)
c. Section 215.917, F.S.
d. Section 216.3475, F.S.
   (1) Non-competitive procurements and competitive procurements that result in less than 2 responses must be supported by a detailed cost analysis. Cost must be reasonable, necessary and allowable in accordance with state and federal laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individuals cost elements included on the detailed budget submitted by the person or entity awarded funding.

STATE FUNDS

State agencies must determine whether they are awarding state financial assistance to a recipient or procuring goods and services from a vendor. State agencies will use the Florida Single Audit Checklist for Non-state Organizations – Recipient/Sub-recipient vs Vendor Determination to make this determination. Agencies must retain copy of the checklist.

Agreements with recipients of state financial assistance, **even if awarded on a fixed price basis**, must require:

a. Compliance with Section 215.97, F.S.
b. Compliance with Section 215.971, F.S.
c. Expenditures of state financial assistance be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

Agreements involving the State University System, the Florida Community College System, district school board, or charter schools using state funds must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

a. Section 216.3475, F.S.
   (1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Cost must be reasonable, necessary and allowable in accordance with state laws, rules and regulation. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

b. May be fixed price contract that entitles the provider to receive compensation of the fixed contract amount upon completion of all deliverables.
c. May be fixed rated per unit contract that entitles the provider to receive compensation for each deliverable provided.
d. May be a cost reimbursable contract that entitles the provider to receive compensation for actual allowable costs incurred in performing contract deliverables.
e. May be a combination of b, c and d.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

a. Section 287.057, F.S.
b. Section 216.3475, F.S.
   (1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

Please contact the Bureau of Auditing at (850) 413-5512 if you have any questions.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Fiscal Services

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the transfer of $108,150 to the Sheriff's office.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement
Funds are provided in the Crime Prevention Fund. Revenues are from court related fines and fees.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Florida Legislature has enacted F.S.775.083(2), to provide funding for crime prevention programs. The Sheriff has requested such funding.

ATTACHMENTS:

File Name	Description	Upload Date	Type
LETTER_-_CRIME_PREVENTION_FUNDS_BUDGET_REQUEST_-_FY_19.pdf	Charlotte County Sheriff's Office Letter	3/19/2019	Backup Material

Sheriff Bill Prummell
7474 Utilities Road
Punta Gorda, FL 33982
(941) 639-2101

Charlotte County Sheriff's Office

Integrity, Professionalism, Trust

February 5, 2019

Honorable Ken Doherty, Chairman
Charlotte County Board of County Commissioners
18500 Murdock Circle
Port Charlotte, FL 33948-1076

Commissioner Doherty,

In connection with new established GASB ruling with respect to the Crime Prevention Funds year-end reporting and return of excess fees, I am respectfully requesting Board approval to transfer the following budgeted monies for Fiscal Year 2018/2019 to the Charlotte County Sheriff's Office. The monies come from Fines collections which are statutorily allotted for the use of the Sheriff's Office (F.S.S 775.083).

Crimes Prevention Fund (acct # 1023) **$ 108,150**

The above request includes funding of $18,150 which will help to fund the Charlotte County Jail Vivitrol program. The Vivitrol Program is a collaborative effort between the Sheriff's Office, Charlotte Behavioral Health, and the Administrative Office of State Courts to provide a MAT (Medically Assisted Treatment) program to inmates prior to release. The objective of this program is to expedite the delivery of Vivitrol medications to inmates with opioid use disorders who are re-entering the community from incarceration. By identifying and screening the inmate prior to release, and providing the first Vivitrol injection before entry into the community, the inmate can more effectively be prevented from further opioid use and remain in treatment. Total funding request will cover a total of six injections for three participants.

The additional $90,000 funding request will be utilize for our Community Relations/Crime Prevention initiatives including Media Ads, Public Service announcements, and Training.

Thank you for your assistance. Please call me if you have any questions regarding the request.

Sincerely,

CHARLOTTE COUNTY SHERIFF'S OFFICE

Bill Prummell
Sheriff

cc: Ray Sandrock-County Administrator

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 2.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve ranking of firms for Request for Proposal #19-279, Design Components - Intersection Improvements: 1st - Florida Transportation Engineering; 2nd - DMK Associates; and 3rd - CES/American; and
b) Approve start of negotiations; and
c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a firm to design and permit new turn lanes on various roadways in Charlotte County.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in CIP project, "Intersection Improvements at Various Locations," as approved in the FY19 budget process. Funding is supplied from capital gas taxes.

Financial Impact Summary Statement
Funding is supplied from capital gas taxes.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is for a firm to design and permit new turn lanes on roadways in Charlotte County. The firm shall provide all work and tasks necessary to produce construction-ready plans to construct new turn lanes at the various intersections in the County.

Professional Services Committee Members consisting of Jeff Keyser, Projects Manager, Engineering; Venkat Vattikuti, County Transportation Engineer; and Chris Carpenter, Construction Services Manager, Utilities evaluated the four proposals submitted and had discussions with those firms. A breakdown of the ranking is attached, along with a copy of the proposals submitted by the top three firms.

ATTACHMENTS:

File Name	Description	Upload Date	Type
192794a.pdf	tabsheet	4/4/2019	Backup Material
19-279_submittal_FTE.pdf	submittal-FTE	4/4/2019	Backup Material
19-279_submittal_DMK.pdf	submittal-DMK	4/4/2019	Backup Material
19-279_submittal_CES-American.pdf	submittal-CES-American	4/4/2019	Backup Material
c411620_Various_Intersection_Improvements.pdf	Various Intersection Impvts CIP	4/8/2019	Backup Material

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
RFP 2019000279
DESIGN COMPONENTS - INTERSECTION IMPROVEMENTS
TABULATION SHEET

	Cat I		Cat II		Cat III		Cat IV (total points)				Cat V		Cat VI		Cat VII		Cat VIII		Cat IX		Cat X		TOTAL
	Wt.	10	Wt.	10	Wt.	10	A	B	C	D	Wt.	9	Wt.	32	Wt.	12	Wt.	5	Wt.	1	Wt	1	100.0
	Score	Total	Score	Total	Score	Total	15	20	5	10	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	500.0
CES/American	4.0	40.0	4.0	40.0	3.8	38.0	15	15	2	10	3.7	33.3	3.4	108.8	2.8	33.6	4.0	20.0	0.0	0.0	4.7	4.7	360.4
DMK Associates	3.9	39.0	4.0	40.0	3.6	36.0	15	20	5	10	3.5	31.5	3.5	112.0	3.3	39.6	3.7	18.5	2.0	2.0	4.7	4.7	373.3
Florida Trans. Eng.	4.0	40.0	3.6	36.0	3.8	38.0	15	20	5	10	3.9	35.1	3.8	121.6	3.7	44.4	3.9	19.5	0.0	0.0	4.7	4.7	389.3
Johnson Engineering	4.0	40.0	3.3	33.0	3.7	37.0	15	15	5	10	3.7	33.3	3.2	102.4	3.7	44.4	3.8	19.0	0.0	0.0	4.7	4.7	358.8

**Denotes Minority Business (Consultant and/or Subconsultant)

Categories (Value):

I. Team Proposed (1 - 5)
II. Management Plan (1 - 5)
III. Previous Experience of Proposed Team (1 - 5)
IV. Location/Facilities of Working Office(s)
  A .Length of Time-Local Office (0 - 15)
  B. Location of Local Office (0 - 20)
  C. Personnel Living in Local Prreference Area (0 - 5)
  D. Use of Local SubContractors (0 - 10)
V. Project Control (1 - 5)
VI. Present Proposed Design Approach (1 - 5)
VII. Recently Accomplished Similar Projects (1 - 5)
VIII. Experience & Capabilities (1 - 5)
IX. Volume of Work (0 - 5)
X. Litigation Involvement (1 - 5)

Total Possible Points: 500

MEMBER SIGNATURE: _____
Jeff Keyser, Projects Manager, Engineering, Public Works

MEMBER SIGNATURE: _____
Venkat Vattikuti, County Transportation Engineering, Public Works

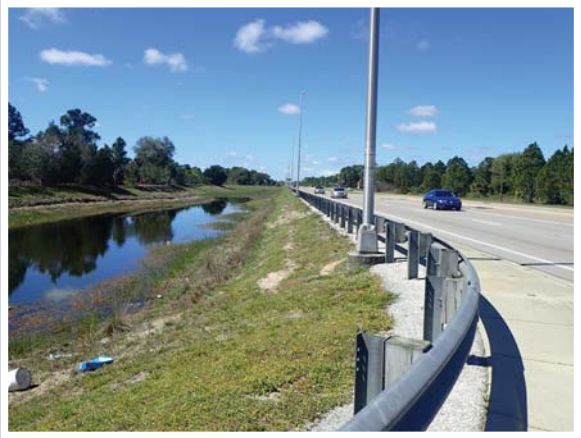
MEMBER SIGNATURE: _____
Chris Carpenter, Construction Services Manager, Utilities

Date: April 4, 2019

RFP 2019000279

DESIGN COMPONENTS - INTERSECTION IMPROVEMENTS

CHARLOTTE COUNTY, FLORIDA
MATCH 19, 2019



FTE

"ENGINEERING FOR A WORLD IN MOTION"

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III. Previous Experience

IV. Location / Facilities of Working Office

V. Project Control

VI. Proposed Design Approach

VII. Examples of Similar Projects

VIII. Experience and Capabilities

IX. Volume of Work

X. Litigation

XI. Minority Business

XII. Required Forms

CORPORATE OFFICE

8250 Pascal Drive
Punta Gorda, FL 33950
(941) 639-2818
Ravi Devaguptapu, PE

FLORIDA OFFICES

Chipley
Miami
Punta Gorda
Tampa

GEORGIA OFFICE

Atlanta

MISSOURI OFFICE

Kansas City

Senior Division Manager – Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948-1094

March 19, 2019

Members of the Technical Committee,

FTE is well suited for the design of intersection as described in this scope of work. We have put together a team that has vast experience designing and permitting projects for Charlotte County. We have recently designed several intersection improvement projects for Charlotte County which include the Peachland Boulevard at Loveland Boulevard intersection and the Winchester Boulevard at Avenue of the Americas intersection. We are also completing the design and permitting for the Olean Boulevard widening project which is set to begin construction this summer. This project included intersection improvements at US 41, Caring Way, Aaron Street, Harbor Boulevard, and Easy Street.

Some of the key aspects of these projects included:

- Alternative Designs
- Widening for the Addition of Turn Lanes
- New Sidewalks of Variable Widths
- New Signalization
- Roadway and Intersection Lighting Design
- Utility Coordination and Design
- Drainage Design and Permitting
- Environmental Studies
- Right of Way Acquisition
- Temporary Construction Easements
- Traffic and Access Management Studies

Although FTE can handle a majority of the tasks in-house, we considered the BOCC's intent to spread the work locally and we have partnered with the best local consultants in Charlotte County which we worked together on recent infrastructure and enhancement projects. We have collectively improved the following corridors:

- Placida Road
- Gasparilla Road
- Burnt Store Road
- Midway Boulevard
- Piper Road
- Veterans Boulevard
- Peachland Boulevard
- Avenue of the Americas
- Olean Boulevard
- Aaron Street
- Harbor Boulevard

Florida Transportation Engineering (FTE) will be responsible for roadway design, drainage design, signalization, lighting, signing and pavement marking, and maintenance of traffic. FTE offers Engineering, Planning, and Surveying services to local municipalities and FDOT. FTE's headquarters has been in Punta Gorda for the past 30 years. FTE recently completed the intersection improvement designs for the Peachland Boulevard at Loveland Boulevard intersection and the Winchester Boulevard at Avenue of the Americas intersection. We are also completing the design for the Olean Boulevard widening project which is scheduled to begin construction this summer, hence we will be available for this contract.

Giffels-Webster Engineers (GWE) will assist with drainage design, permitting, and utility coordination and design. GWE has operated a successful engineering business in Southwest Florida, primarily serving municipalities. With over 27 years in the local structural and civil engineering, planning and development business, GWE brings a solid working knowledge of county, state and federal requirements as it relates to structural and civil engineering design, underground utility, site development projects and environmental permitting. GWE has provided design services for Charlotte, Sarasota, and Martin Counties, Jacksonville Electric Authority, Englewood Water District, the City of Palmetto, the City of Punta Gorda, and numerous private entities throughout the state of Florida.

Strayer Surveying will assist with surveying and mapping. Strayer Surveying and Mapping, Inc. is a full service land surveying and mapping company and has over 30 years of experience working on constructions sites with engineers, contractors and engineers all over Florida, including Manatee, Sarasota, Lee, Desoto, and Charlotte Counties.

Banks Engineering will assist with surveying, mapping, and right of way acquisition support. Banks Engineering was founded in 1992 and provides professional consulting services in civil engineering, planning and land surveying for land development and municipal projects. They have provided these services throughout the state of Florida from their Fort Myers and Port Charlotte offices.

Universal Engineering Sciences (UES) will assist with geotechnical services. UES is a statewide consulting engineering firm specializing in geotechnical engineering, construction material testing, and environmental services. With over 400 employees in sixteen (16) regional offices strategically located throughout Florida, Universal has a long history of providing quality service in all phases of geotechnical engineering.

Patel Greene and Associates (PGA) will assist with structural design and environmental studies. PGA was founded in May 2011 and offers roadway, drainage, structural, traffic and environmental engineering services throughout Florida.

ECHO UES will assist with subsurface utility engineering services. ECHO UES, Inc. was founded in 2017 and has the staff, experience and capabilities to perform any utility investigative work, in accordance with the ASCE standard, or as requested by the specific project.

We prepared our proposal based on a review of the solicitation, our field review, discussion with our team members, and participation at the pre-submittal conference with Charlotte County.

I certify that this proposal was made without collusion with any other person or entity submitting a proposal for this RFP. We are excited about the opportunity to serve Charlotte County.

Sincerely,

Ravi Devaguptapu, PE, PTOE
President

I. TEAM PROPOSED FOR PROJECT

A. Background of the Personnel

We are confident we have assembled a team of professionals with a proven track record of producing quality projects. Our experienced team knows what it takes to get the job done. This team will not be substituted without the express permission of the County. ***Gary is a uniquely qualified Project Manager with expertise in Roadway Design, Traffic Design, Maintenance of Traffic, and Public Involvement. He is aware of and understands the County procedures as he has recently completed several projects assisting Jeff Keyser.***

1. Project Manager

Gary Ng, PE: Gary has over 22 years of experience in highway engineering design, project coordination and management. He has served as Project Manager on several multidiscipline task work order contracts including intersection improvement projects for the Florida Department of Transportation. His highway design experience consists of horizontal and vertical design, pavement design, cost estimating and preparation of construction plans for projects ranging from multi-level interchanges, interstate widening, arterial widening and reconstruction, resurfacing, intersection improvements and sidewalks. Projects that he has managed for Charlotte County includes the Peachland Boulevard at Loveland Boulevard intersection improvement and the Winchester Boulevard at Avenue of the Americas intersection improvement which are currently under construction. He is also the project manager for the Olean Boulevard widening project which is scheduled to begin construction this summer. Other project he has designed and managed within Charlotte County include the I-75 northbound and southbound off ramps at North Jones Loop Road and intersection improvements at Tarpon Boulevard, Kings Highway, and Olean Boulevard at US 41.

Following are Gary's project experience and references:

Peachland Boulevard at Loveland Boulevard, Charlotte County, FL: Project Manager and Engineer for an intersection improvement which included widening a two-lane roadway to provide for left turn and right lanes. Project included new mast arm signals, intersection lighting, drainage improvements, and utility coordination. *Reference: Charlotte County PM: Jeff Keyser, (941) 575-3644.*

Winchester Boulevard at Avenue of the Americas, Charlotte County, FL: Project Manager and Engineer for an intersection improvement which included widening a two-lane roadway to provide for left turn and right lanes. Project included new mast arm signals, intersection lighting, drainage improvements, and utility coordination. *Reference: Charlotte County PM: Jeff Keyser, (941) 575-3644.*

US 41 Intersection Improvements at Olean Boulevard, Tarpon Boulevard, and Kings Highway, FDOT District One, Charlotte County, FL: Intersection improvements to provide additional turn lane storage and bicycle keyholes at the right turn lanes on US 41 and additional turn lanes on the side streets. The project included installation of new mast arm signalization, pedestrian features, and sidewalk improvements. *Reference: FDOT PM, Kellie Spurgeon, (863) 519-2654.*

District Wide Traffic Operations Minor Project Design, FDOT District One: Contract Manager for a task assignment contract. Task assignments ranged from new sidewalks to intersection safety improvements. The projects involved design of roadway, drainage, signing and pavement marking, signalization, and lighting. *Reference: FDOT PM, Amy Blair, (863) 519-2272.*

2. Other Key Personnel

Meriam Gardner, PE, Project Engineer: Meriam has over 6 years of experience in roadway and traffic design, utility coordination, and project coordination. Her roadway design experience includes arterial widening and reconstruction, resurfacing, intersection improvements, sidewalks, and pedestrian maintenance of traffic. Her traffic design experience includes signing and pavement marking, signal design, and lighting design. She was the project engineer for the Peachland Boulevard at Loveland Boulevard and the Winchester Boulevard at Avenue of the Americas intersection improvement projects.

Ravi Devaguptapu, PE, PTOE, Principal In Charge / Quality Assurance: Ravi has over 24 years of experience and has managed or actively worked on several access management, congestion management, traffic engineering, and traffic design projects. In addition, he has developed roadway design alternatives for numerous corridors in southwest Florida. He has performed quality assurance/quality control reviews on various design projects including signing and pavement marking plans, lighting plans, signal plans, maintenance of traffic plans, and roadway design plans. Ravi has worked as a Transportation Engineer Consultant for Charlotte County reviewing site plans, developments, traffic impact and mitigation, design plans, school zone ordinances, safety concern reviews, speed limit ordinances, and signalization determinations. Ravi has been managing and directing transportation projects since 1994.

Oliver Rodrigues, PE, PTOE, Senior Engineer: Oliver has more than 27 years of experience. He has performed a variety of projects for clients throughout Florida. Traffic engineering and design experience for Oliver includes the preparation of design plans for traffic signalization, signing and pavement marking and street lighting projects. He is familiar with traffic engineering and access management guidelines, and has performed qualitative assessment studies and recommended corrective action. He is currently assisting Charlotte County with Sandhill Boulevard and Veterans Boulevard corridors.

Wilson Lorenz, PE, Roadway QC: Wilson has over 40 years of highway, utility, site development, and airport design and construction experience. He has completed design reports and prepared construction plans for numerous projects ranging from intersection improvements to major interchange reconstruction. He is considered an expert on plan reviews as a result of both design and construction management experience.

Michael Melton, PE, Drainage Engineer: Mike has a wide range of experience in both private and public-sector projects in storm water design and permitting. His 12 years of experience includes spread analysis, storm sewer conveyance systems for both urban and suburban roadways, conveyance ditches and swales for rural roadways, storm water modeling, wet detention ponds, and sidewalk profiles. His CAD experience includes both design and plans production using various programs including AutoCAD®, ICPR, and HEC-RAS.

Stacy Burgess, PE, Traffic Engineer: Stacy has 14 years of experience in both the public and private sectors. Her roadway and traffic design experience include traffic data analysis, trip generation determination, preparation of traffic related studies, roadway, signalization, signing & pavement marking design, specification package preparation, and plans preparation.

3. Consultants

Giffels Webster Engineers — Providing Permitting, Drainage Design, and Utility Coordination / Design

Jonathan Cole, PE: Jonathan is a Professional Engineer registered in the States of Florida, Connecticut and New Hampshire. He graduated from the University of Connecticut in 1979 with a Bachelor of Science (B.S.) Degree in Civil Engineering and was formerly the County Engineer of Charlotte County, Florida. Jonathan is President of Giffels-Webster Engineers, Inc., and has 33 years of experience in various types of civil engineering and construction projects, 26 of which were conducted in the Charlotte/Sarasota County area.

Andy Wickerson, PE: Andy is a Professional Engineer registered in the States of Florida and Maryland. He obtained a Bachelor of Science (B.S.) Degree in Computer Science in 1987 from the United States Naval Academy and a M.S. in Civil Engineering in 1997 from Oregon State University. In his capacity of Senior Design Engineer, he provided hands-on technical support, responsible for a full range of land development, site planning and civil engineering tasks associated with design, permitting and execution of commercial, residential and public construction projects. He has worked directly under principal engineers, as well as interacting directly with surveyor, draftsmen and technician staffs. His past experience also afforded him the opportunity to work directly with clients, local governmental staff and permitting authorities.

Strayer Surveying and Mapping — Providing Surveying and Mapping

Gregory Rieth, PSM, CFM: Greg has over 42 years of experience as a Surveyor and Mapper and licensed in Florida since 1994. Has been with Strayer Surveying for over 22 years and has a various amount of experience in the commercial, residential, land development, and engineering aspects of land surveying. His areas of expertise include boundary, topographic, engineering design, subdivision platting and construction layout. Has worked on numerous athletic fields, including Butler Park, North Port, Florida; Charlotte Stone Crabs, Port Charlotte, Florida; Roger Dean Stadium, Miami, Florida, and Washington Nationals ball fields, West Palm Beach, Florida. Greg is a Certified Floodplain Manager and has various experiences with dealing with flood zone mapping and related insurance issues. He is also a Certified Seminar Instructor with the Florida Board of Professional Surveyors & Mappers.

Banks Engineering — Providing Surveying and Mapping

Todd R, Rebol, PE: Todd, as a Vice President and Principal of Banks Engineering, is responsible for the management of the Lake Suzy branch office which services Charlotte County, DeSoto County and the City of North Port. As manager, he is responsible for the everyday operations of the office, which includes the management of projects and personnel. He utilizes this to place individuals on a project that will draw upon the individual's best engineering and/or surveying skills for that particular project. In addition to his experience as a manager for Banks Engineering, he has comprehensive experience in the design, permitting, management and construction of a large range of projects for both the public and private sectors.

Universal Engineering — Providing Geotechnical Engineering

Lindsey Weaver, PE: Lindsey has over thirty-seven (37) years experience in geotechnical engineering, including both public and private sector projects. Additionally, he has completed the geotechnical exploration and engineering on numerous projects in Charlotte County and the surrounding areas for the past twenty-seven (27) years and is very familiar with local and regional soil conditions. His experience encompasses numerous major public works projects. As a Regional Manager, Lindsey is responsible for the technical, financial and administrative oversight of Universal's operations In Southwest Florida including supervision and leadership for two branch offices in Sarasota and Fort Myers

Patel Green and Associates — Providing Structural Engineering and Environmental Assessments

Johnny Fung, PE: Johnny has over 17 years of experience in structural design. He has been involved in managing structural components of transportation projects, assisted with plans production, schedules, and coordination of conventional and complex structures. Mr. Fung has also been involved in emergency bridge repairs of steel girders, performed condition assessment of existing steel girders for rehabilitation, load rating of conventional structures, and design of miscellaneous structures which includes mechanically stabilized earth (MSE) walls, box culverts, cantilevered and anchored steel sheet pile walls, mast-arm assemblies, cantilever and overhead sign structures, bridge mounted signs and other miscellaneous structures.

Terry Cartwright: Terry has over 21 years of experience and a diverse background in wetlands ecology, biology, environmental permitting, and natural resources planning. His specific expertise includes airport wildlife hazard assessments, listed species assessments, wetland assessments, wetland jurisdiction determinations, and wetland mitigation design. Prior to working as an environmental consultant, he was employed by the Florida Department of Environmental Protection (FDEP) for six years, performing a variety of wetland permitting activities including wetland delineations, seagrass surveys, habitat assessments, mitigation proposals, water quality assessments, sediment sampling, sediment core borings, stormwater management systems, threatened and endangered species assessments, and processing Environmental Resource Permit applications.

ECHO UES — Providing Subsurface Utility Engineering

Mike Patterson, PSM: Mike has over 18 years of experience providing surveying, mapping and subsurface utility engineering (SUE) professional services on a multitude of transportation projects throughout Florida. He began his career working as a survey technician and worked his way into a leadership position overseeing large SUE contracts for the FDOT District One. This experience has assisted him develop standards and procedures for field and office work leading to increased efficiency and quality of the deliverables while always maintaining a focus on safety.

I. TEAM PROPOSED FOR PROJECT

Intersection Improvements
Charlotte County RFP No. 2019000279

Team Roles & Responsibilities

	Roadway Design	Drainage / Permitting	Traffic Engineering / Design	Surveying & Mapping	Structural Design	Environmental	Utility Coordination / Design	Subsurface Utility Engineering	Geotechnical
FTE **Role:** Alternatives, Roadway, Drainage, Traffic, Signals, Lighting, S&PM, MOT. **Project Manager:** Gary Ng, PE	✔	✓	✔				✓		
GWE **Role:** Drainage, Permitting, Utility Coordination, Utility Design **Task Lead:** Andy Wickerson, PE	✓	✔					✔		
STRAYER **Role:** Survey and Mapping **Task Lead:** Greg Rieth, PSM, CFM				✔					
BANKS ENGINEERING **Role:** Surveying, Mapping and ROW acquisition support **Task Lead:** Todd Rebol, PE				✔					
UNIVERSAL **Role:** Geotechnical **Task Lead:** Lindsey Weaver									✔
PGA **Role:** Structural Engineering and Environmental Studies **Task Lead:** Johnny Fung ,PE & Terry Cartwright					✔	✔			
ECHO UTILITY ENGINEERING & SURVEY **Role:** Subsurface Utility Engineering **Task Lead:** Mike Patterson, PSM								✔	

Legend: ✔ -Primary Role ✓ -Support Role

II. MANAGEMENT PLAN

Charlotte County RFP No. 2019000279, Intersection Improvements

PROJECT STAFFING CHART

PRIME CONSULTANT

FTE

Certified DBE/MBE Firm

Charlotte County

Project Manager
Jeff Keyser

County Project Engineer
Brian Barnes, PE

County Transportation Engineer
Venkat Vattikuti, PE, PTOE

Charlotte County Utilities
Ruta Vardys, PE

Project Manager Lead Designer
FTE
Gary Ng, PE

Project Principal Quality Assurance
FTE
Ravi Devaguptapu, PE, PTOE

SUBCONSULTANTS

GWE Giffels-Webster Engineers, Inc.
BANKS ENGINEERING
STRAYER
PGA
UNIVERSAL
ECHO UTILITY ENGINEERING & SURVEY

Roadway Design MOT
FTE
Gary Ng, PE
Meriam Gardner, PE

Signalization Signing & Pavement Marking Lighting
FTE
Oliver Rodrigues, PE, PTOE
Stacy Burgess PE

Drainage / Permitting
FTE
Mike Melton, PE

Constructability & Bidability Reviews
FTE
William Lorenz, PE

Drainage / Permitting Utility Design / Coordination
GWE Giffels-Webster Engineers, Inc.
Jonathan Cole, PE
Andy Wickerson, PE

Surveying & Mapping
STRAYER
BANKS ENGINEERING
Greg Rieth, PSM, CFM
Todd Rebol, PE

Geotechnical
UNIVERSAL
Lindsey Weaver, PE

Structures Environmental
PGA
Johnny Fung, PE
Terry Cartwright

Subsurface Utility Engineering
ECHO UTILITY ENGINEERING & SURVEY
Mike Patterson, PSM

1. Design Phase

Gary Ng, PE, will also serve as Project Manager and Roadway EOR. He will not be substituted without the express permission of the County. Gary has over 23 years of experience as a Roadway Design Engineer and 17 years as a Project Manager, all as a consultant to FDOT and other government agencies. His experience includes managing two recently completed intersection improvement projects for Charlotte County as well as several past Districtwide Design Contracts for FDOT District 1, which includes Charlotte County. He has prepared over hundreds of projects throughout Florida, which have included intersection improvements, turn lane additions, lighting, access management, signalization, multi-modal accommodations, and safety improvements. As an experienced PM, he understands the importance of meeting deadlines and providing quality work in an efficient manner with minimal guidance.

Meriam Gardner, PE, will serve as the Assistant Project Manager and lead designer. She knows all aspects of this contract from her experience assisting Gary on the previous Charlotte County intersection improvement projects (Peachland Boulevard and Loveland Boulevard and at Winchester Boulevard and Avenues of the Americas). She is proficient in roadway design, lighting design, utility coordination, and plans production which includes cost estimation and specification preparation.

The following describes the typical **Phase Submittals** for this contract and the key items included with each phase submittal:

30% Design Submittal
- Preliminary Design
- Coordination with UAOs and submit plans for green lines
- Pre-application with SWFWMD

60% Design Submittal
- Submit Plans for County review
- Submit Plans to UAOs for RGBs
- Submit Permit Plans to SWFWMD

90% Design Submittal
- Submit Plans for County review
- Address SWFWMD comments and resubmit
- Preliminary Cost Estimate
- Prepare utility agreements

100% Design submittal
- Submit Plans for County review
- Final Cost Estimate
- Finalize utility agreements
- Prepare Bid Documents and Specifications

Final Plans
- Submit signed and sealed Plans
- Final Bid Documents and Specifications

Wilson Lorenz, PE, will be the Quality Control Manager and will perform the formal Quality Control and Constructability reviews for all documents and deliverables produced by ***FTE***. Wilson has over 40 years of experience in design and construction management of numerous roadway projects ranging from intersection improvements to major interchange reconstruction and is considered an expert on plan reviews.

Ravi Devaguptapu, PE, PTOE, is the Principal-In-Charge and will be responsible for the Quality Assurance of the overall contract and provide certification that each submittal has been prepared and checked in accordance with sound engineering practices. He will ensure that ***FTE*** produces a quality product and that the project is in compliance with requirements cited in the Scope of Services.

2. Construction Phase

Upon completion of the design phase, ***FTE*** will provide construction assistance to Charlotte County. The post design services may include but not limited to the following:

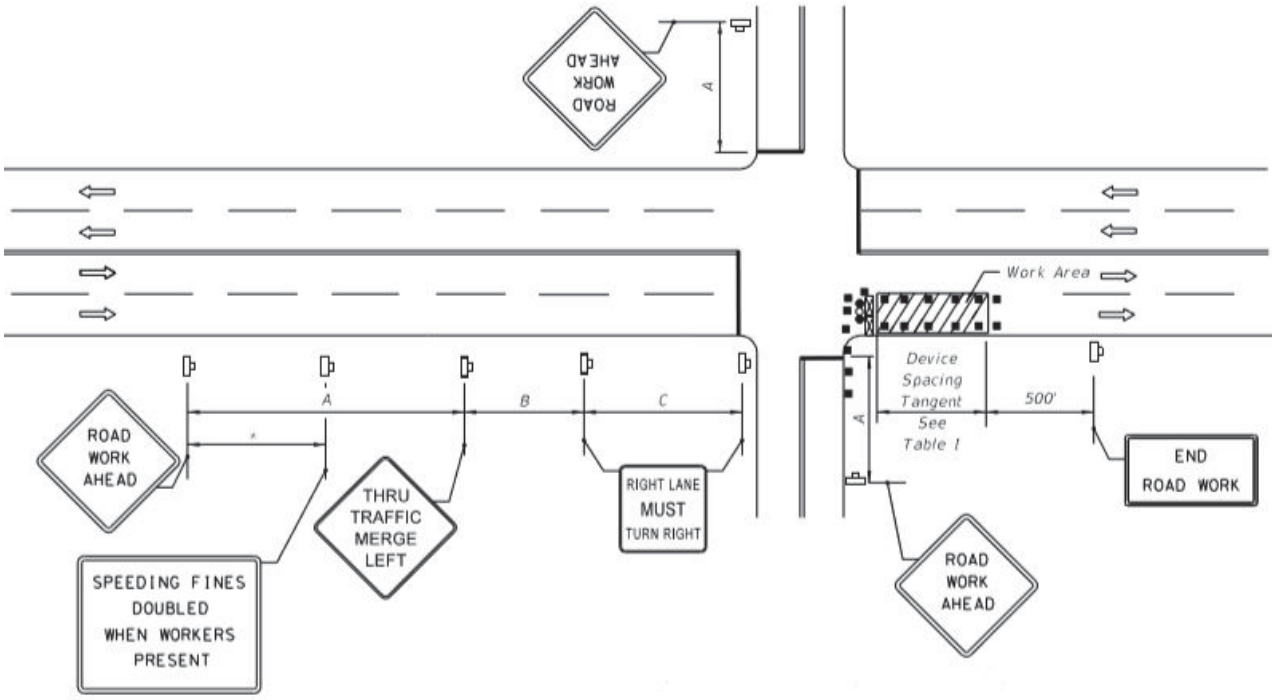
- Shop Drawing Reviews
- Response to RFIs during Bidding and Construction
- Environmental Permit Compliance Review
- Value Engineering Review
- Plan Inquiries
- Construction Management Support
- Project Progress Meeting Support
- Final Record Drawing Certification

Gary Ng, PE will the point of contact during construction and will direct any questions or request from either the County or the Contractor to the appropriate Engineer of Record. He will be the Engineer of Record for the Roadway Plans and will also provide assistance to Jeff Keyser and Charlotte County during construction.

Oliver Rodrigues, PE PTOE will the Engineer of Record for all of the Traffic components and will be responsible for review and approval of the shop drawings for the Traffic items.

Andy Wickerson, PE (GWE) will be Engineer of Record for the Drainage Design and assist with drainage shop drawing reviews and provide construction support and permit compliancy.

At ***FTE*** we understand the importance of working together with the County and Contractor as a team to reach the ultimate goal of providing this important project in a timely manner to improve public safety. We strive to be re-



III. PREVIOUS EXPERIENCE

A. PREVIOUS PROJECTS AND REFERENCES

Project Title: **Peachland Boulevard at Loveland Boulevard** ***(FTE, Banks)***

Project Description: Intersection improvement which included widening a two-lane roadway to provide for left turn and right lanes. Project included new mast arm signals, intersection lighting, drainage improvements, and utility coordination.

Design Completion Date: 2017 - 2018

Client Name: Charlotte County Public Works

Contact: Jeff Keyser

Phone No.: 941-575-3644

Address: 410 Taylor Street, Unit 104, Punta Gorda, FL 33950

Project Title: **Winchester Boulevard at Avenue of the Americas** ***(FTE)***

Project Description: Intersection improvement which included widening Avenue of the Americas to provide for left turn and right lanes. Project included new mast arm signals, intersection lighting, drainage improvements, and utility coordination.

Design Completion Date: 2017 - 2018

Client Name: Charlotte County Public Works

Contact: Jeff Keyser

Phone No.: 941-575-3644

Address: 410 Taylor Street, Unit 104, Punta Gorda, FL 33950

Project Title: **Olean Boulevard from US 41 to Easy Street** ***(FTE, GWE, Banks, Universal, PGA)***

Project Description: This project included a conceptual design phase which included four design alternatives varying in typical sections. These alternative considered traffic volumes, crash data, multi-modal users, permitting, and environmental impacts. Several of the alternatives included implementation of a roundabout at Caring Way. A public meeting was held and the selected design chosen reconstructed the existing 3-lane roadway to provide 2-lanes in each direction with a bi-directional turn lane. The project included right of way acquisition, pond design, permitting, utility coordination & design, new signalization, decorative lighting, and landscaping.

Design Completion Date: 2017 - 2019

Client Name: Charlotte County Public Works

Contact: Jeff Keyser

Phone No.: 941-575-3644

Address: 410 Taylor Street, Unit 104, Punta Gorda, FL 33950

Project Title: **US 92 (SR 600/Dale Mabry Highway) from McKay Avenue to Cleveland Street** ***(FTE, PGA)***

Project Description: Safety improvement project which included milling and resurfacing and right of way acquisition for new mast arm signalization and ADA curb ramps. Project also included intersection lighting, drainage improvements, driveway modifications, and utility coordination.

Design Completion Date: 2016 - 2018

Client Name: FDOT District 7

Contact: Jake Hemingway, EI

Phone No.: 813-975-6057

Address: 11201 N. McKinley Drive, Tampa, FL 33612

Project Title: **District Wide Minor Project Design** ***(FTE, PGA, ECHO)***

Project Description: 3-year task assignment contract with projects ranging from sidewalks improvements to full intersection improvements including turn lane additions and new signalization. The projects involved design of roadway, drainage, signing and pavement marking, signalization, and lighting. Project locations varied between 12 counties including Charlotte County.

Design Completion Date: 2013 - 2015

Client Name: FDOT District 1

Contact: Amy Blair, PE

Phone No.: 863-519-2272

Address: 801 N. Broadway Avenue, Bartow, FL 33830

Project Title: **SR 20/SR 100 Turn Lane Addition at CR 305** ***(FTE, PGA)***

Project Description: Addition of a westbound left turn lane on SR 20 at CR 305. Project included widening, guardrail relocation, signing and pavement marking, and implementation of a traffic monitoring site.

Design Completion Date: 2016 - 2017

Client Name: FDOT District 5 (PGA - Prime Consultant)

Contact: Daniel Simpson

Phone No.: 386-943-5394

Address: 709 South Woodland Boulevard, Deland, FL 32720

Project Title: **US 41 Sidewalks from River Road to Woodmere Park Boulevard** ***(FTE, PGA)***

Project Description: Design for the addition of 6-foot and 8-foot wide sidewalk along the south side of US 41 in Sarasota County. The project included new transit accommodations, pedestrian features, drainage improvements, and intersection lighting. The addition of sidewalk at along US 41 at the River Road intersection required guardrail replacement and modification to add pipe rail for pedestrian safety. To avoid wetland impacts due to the high fill slopes, alternative design options were considered which included retaining walls, segmental block walls, and concrete slope pavement.

Design Completion Date: 2017 - 2018

Client Name: FDOT District 1

Contact: Nicolas Leon, P.E.

Phone No.: 863-519-2376

Address: 801 N. Broadway Avenue, Bartow, FL 33830

Project Title: **51st Street at 53rd Avenue Intersection Improvement** ***(FTE)***

Project Description: Addition of a southbound left-turn lane on 51st Street West to serve eastbound 53rd Avenue West. The project required widening, replacement of the curb and gutter, ADA compliant ramps, relocation of the existing light poles, signal modification, and relocation of the CCTV camera. ***FTE*** designed the Traffic and Landscape components.

Design Completion Date: 2018 - 2019

Client Name: FDOT District 1 (AIM-Prime Consultant)

Contact: Mose Howard, P.E.

Phone No.: 863-519-2374

Address: 801 N. Broadway Avenue, Bartow, FL 33830

Project Title: **Burnt Store Road Improvements Project, Phase 3** ***(GWE)***

Project Description: Responsible for all primary CCU utility design for more than 2.5-miles of potable water, reuse and sewer force main as a component of the Burnt Store Road Improvements Project, Phase 3, which entailed widening the road from two to four travel lanes.

Design Completion Date: 2011—2013

Client Name: Charlotte County Utilities

Contact: Mr. Bruce R. Bullert, P.E., Engineering Services Manager

Phone No.: 941-764-4509

Address: 25550 Harbor View Road, Suite 1, Port Charlotte, FL 33980

IV. LOCATION / FACILITIES OF WORKING OFFICE

A. Length of Time Local Office Established

FTE's Punta Gorda office has been located in Charlotte County for the past 30 years.

B. Location of Local Office

The Punta Gorda office is the corporate headquarters for FTE.
FTE's local office is located at:

8250 Pascal Drive
Punta Gorda, FL 33950
Phone: (941) 639-2818
Fax: (941) 639-4851

C. Residencies of Personnel Which Live in Charlotte/DeSoto/Sarasota Counties

Charlotte County:
Jim Gargis
John Mathers
Charles Sutton
Jody Hoffman

Sarasota County:
Jyothi Kamarajugadda
Robert Mathers
William McBride

D. Use of Local Sub-consultants

FTE is pleased to utilize the following local sub-consultants that are highly qualified with proven track record.

Giffels-Webster Engineers
900 Pine Street, Suite 225
Englewood, Florida

Universal Engineering
1748 Independence Blvd, Suite B-1
Sarasota, Florida

Strayer Surveying and Mapping
742 Shamrock Blvd
Venice, Florida

Banks Engineering
12653 SW County Rd. 769, Suite B
Lake Suzy, Florida

PART IV - SUBMITTAL FORMS

PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
	Ravi Devaguptapu, PE, PTOE, Principal in Charge	24	Punta Gorda	Punta Gorda	Fort Myers
	Gary Ng, PE, Project Manager / Lead Engineer	22	Tampa	Tampa	Tampa
	Oliver Rodrigues, PE, PTOE , Senior Engineer	27	Miami	Miami	Miami
	Meriam Gardner, PE, Project Engineer	6	Tampa	Tampa	Tampa
	Michael Melton, PE, Drainage Engineer	12	Punta Gorda	Punta Gorda	Englewood
	Stacy Burgess, PE, Traffic Engineer	14	Tampa	Tampa	Tampa
	Wilson Lorenz, PE, QA/QC	40	Punta Gorda	Tampa	Lutz

2.	Magnitude of Company Operations	
	A) Total professional services fees received within last 12 months:	$ 3,898,669
	B) Number of similar projects started within last 12 months:	2
	C) Largest single project to date:	$ 1.5 M

3.	Magnitude of Charlotte County Projects	
	A) Number of current or scheduled County Projects	3
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).	$ 903,121

4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided
	Giffels-Webster Engineers	Englewood, FL	35%	Permitting, Drainage, Utilities
	Strayer Surveying	Venice, FL	5%	Surveying, Mapping
	Banks Engineering	Lake Suzy, FL	5%	Surveying, Mapping
	Universal Engineering	Sarasota, FL	3%	Geotechnical
	Patel Greene & Assoc	Tampa, FL	3%	Structures, Environmental

5.	**Disclosure of interest or involvement:** List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.	
	Firm	Address
	Phone #	Contact Name
	Start Date	Ending Date
	Project Name/Description	
	N/A	

NAME OF FIRM Florida Transportation Engineering, Inc.

(This form must be completed and returned)

6. Minority Business:	**Yes** X **No** ____
The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.	
Comments or Additional Information:	
Patel Greene and Associates and ECHO UES are Minority Businesses	

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 3/4/19 Addendum No.____ Dated____ Addendum No.____ Dated____

Addendum No.____ Dated____ Addendum No.____ Dated____ Addendum No.____ Dated____

Type of Organization (please check one):

INDIVIDUAL (__)
PARTNERSHIP (__)
CORPORATION (X)
JOINT VENTURE (__)

Florida Transportation Engineering, Inc.
Firm Name

941-639-2818
Telephone

941-639-4851
Fax

FTE
Fictitious or d/b/a Name

65-0183924
Federal Employer Identification Number (FEIN)

8250 Pascal Drive
Home Office Address

Punta Gorda, FL 33950
City, State, Zip

30
Number of Years in Business

Same
Address: Office Servicing Charlotte County, other than above

Gary Ng, PE / Project Manager
Name/Title of your Charlotte County Rep.

941-639-2818 Ext. 103
Telephone

941-639-4851
Fax

Ravi Devaguptapu, PE, PTOE / President
Name/Title of Individual Binding Firm (Please Print)

Signature of Individual Binding Firm

3/14/19
Date

Ravi@fteinc.net
Email Address

(This form must be completed & returned)

AFFIDAVIT

Proposer affirms that information provided as it relates to Location & Facilities of Working Office is true and meets the definition and criteria as defined below:

Local office means the company has a valid Business Tax License issued by Charlotte County, Sarasota County or DeSoto County for at least 6 months prior to the proposal submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the company operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a company shall not be considered having a "Local Office" unless it contributes to the economic development and well-being of Charlotte County, Sarasota County or DeSoto County in a verifiable and measurable way (as identified by the criteria below). Also, companies must demonstrate and document the in-County/in-office capability and availability of the personnel working in the local office and the type of services performed at this location that is pertinent to the type of project. Companies shall affirm in writing their compliance with the foregoing at the time of submitting their proposal to be eligible for consideration as having a "Local Office". A company who misrepresents the local preference status of its company in a proposal to the County will lose the privilege to claim local preference for a one year period.

Please identify below by placing a checkmark next to the appropriate criteria and related points. Also, provide any documentation that substantiates the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the proposer's submission being deemed non-responsive.

Location & Facilities of Working Office:

Length of time "Local Office" established:

X Local Office has been established more than 3 years	15 Points
__ Local Office has been established between 1 to 3 years	10 Points
__ Local Office has been established between 6 months to 1 year	5 Points
__ Local Office has been established less than 6 months	0 Points

Location of "Local Office":

X Headquarters located within the boundaries of Charlotte, Sarasota, or DeSoto County	20 Points
__ Satellite office located within the boundaries of Charlotte, Sarasota, or DeSoto County	15 Points
__ No local office presence	0 Points

Residencies of personnel which live in Charlotte, Sarasota or DeSoto County and are employed with the Prime Firm's Office; the Prime Firm's Office is defined as the office performing the services for this project:

X 50 % or more live in Charlotte, Sarasota or DeSoto County *	5 Points
__ 25 % to 49 % live in Charlotte, Sarasota or DeSoto County *	3 Points
__ Up to 25 % live in Charlotte, Sarasota or DeSoto County *	2 Points
__ None of the personnel live in Charlotte, Sarasota or DeSoto County	0 Points

*Personnel Affidavit attached to be completed by each person living in Charlotte, Sarasota or DeSoto County.

NAME OF FIRM Florida Transportation Engineering, Inc

(This form must be completed and returned)

Affidavit Cont'd:

Use of Local Sub-Consultants (Sub-Consultants meeting "Local Office" definition):

X Local Sub-Consultants on team with Prime	10 Points
__Local Prime is performing all services in-house	10 Points
__No local Sub-Consultants on team	0 Points

Sub-Consultant Name: See attached sheet

Address: _____

****

Company Name: Florida Transportation Engineering, Inc.

Signature: _____

Title: President

Year Business Established: 1989 Circle the appropriate County: (Charlotte) DeSoto Sarasota

State of Florida
County of Charlotte

Sworn to and subscribed before me, a Notary Public, for the above State and County on this 14 Day of March, 20 19.

_____ July 26, 2021
Notary Public Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

NOTARY PUBLIC STATE OF FLORIDA
SIVA KAMARAJUGADDA
MY COMMISSION # GG 128505
EXPIRES: July 26, 2021
Bonded Thru Notary Public Underwriters

(This form must be completed & returned)

Local Sub-consultants

Giffels-Webster Engineers
900 Pine Street, Suite 225
Englewood, Florida

Strayer Surveying and Mapping
742 Shamrock Blvd
Venice, Florida

Banks Engineering
12653 SW County Rd. 769, Suite B
Lake Suzy, Florida

Universal Engineering
1748 Independence Blvd, Suite B-1
Sarasota, Florida

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: Florida Transportation Engineering, Inc. (FTE)

Request for Proposal Number: 2019000279

Title of Project: DESIGN COMPONENTS-INTERSECTION IMPROVEMENTS

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: JAMES GARGIS

Signature: James R Gargis

Title: ENG. TECH

WITNESSES:

Signed By: Jyothi

Print Name: Jyothi Kamarajugadda

Date: 03/14/2019

Signed By: [illegible]

Print Name: Robert Mathers

Date: 3/14/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: Florida Transportation Engineering, Inc. (FTE)

Request for Proposal Number: 2019000279

Title of Project: DESIGN COMPONENTS-INTERSECTION IMPROVEMENTS

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: John Mathers

Signature: John Mathers

Title: Senior Tech.

WITNESSES:

Signed By: Jyothi

Print Name: Jyothi Kamarajugadda

Date: 03/14/2019

Signed By: [illegible]

Print Name: Robert Mathers

Date: 3/14/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: Florida Transportation Engineering, Inc. (FTE)

Request for Proposal Number: 2019000279

Title of Project: DESIGN COMPONENTS-INTERSECTION IMPROVEMENTS

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Jody Hoffman

Signature: J Hoff

Title: _____

WITNESSES:

Signed By: Jyothi

Print Name: Jyothi Kamarajugadda

Date: 03/14/2019

Signed By: [illegible]

Print Name: Robert Mathers

Date: 3/14/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: Florida Transportation Engineering, Inc. (FTE)

Request for Proposal Number: 2019000279

Title of Project: DESIGN COMPONENTS-INTERSECTION IMPROVEMENTS

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Jyothi Kamarajugadda

Signature: Jyothi

Title: _____

WITNESSES:

Signed By: _____

Print Name: JAMES GARGIS

Date: 03/14/2019

Signed By: _____

Print Name: Robert Mathers

Date: 3/14/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: Florida Transportation Engineering, Inc. (FTE)

Request for Proposal Number: 2019000279

Title of Project: DESIGN COMPONENTS-INTERSECTION IMPROVEMENTS

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Robert Mathers

Signature: _____

Title: Sr. tech

WITNESSES:

Signed By: _____

Print Name: Jyothi Kamarajugadda

Date: 03/14/2019

Signed By: _____

Print Name: James Gargis

Date: 3/14/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: Florida Transportation Engineering, Inc. (FTE)

Request for Proposal Number: 2019000279

Title of Project: DESIGN COMPONENTS-INTERSECTION IMPROVEMENTS

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: WILLIAM J. MCBRIDE

Signature:

Title: VICE PRESIDENT

WITNESSES:

Signed By:

Print Name: Jyothi Kamarajugadda

Date: 03/14/2019

Signed By:

Print Name: Robert Mathers

Date: 3/14/19

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Florida Transportation Engineering, Inc. does:
(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

3/14/19
Date

END OF PART IV

(This form must be completed & returned)

V. PROJECT CONTROL

A. Schedule

At ***FTE***, we pride ourselves in providing the County with a quality product on schedule. We assembled this team with the County's interest as the top priority, selecting team members that have a strong history with Charlotte County, and an established working relationship with ***FTE***. Our proposed project manager, Gary Ng PE has successfully managed several task driven contracts for FDOT which required managing over 10 task work orders concurrently. He will apply the same effective management practices he utilized on that contract towards this project to ensure this project schedule stays on track during design and permitting.

Project Initiation - The ***FTE*** team will conduct a field review to establish an understanding of each of the proposed project locations. This review can be conducted independently or with the County Project Manager. From this initial review a preliminary schematic of the proposed improvements will be provided to the County for review and concurrence. This will result in a definitive scope and enables the team to develop accurate staff hours and schedules. The project schedule follows the team approach in that the data gathering and critical issue resolutions are planned, evaluated, and executed in the initial tasks of the project. This allows for the early assessment of potential problems and their resolution prior to the undertaking of extensive plans production tasks. This approach saves the County time and money.

Schedule - A detailed schedule will be established utilizing Microsoft Project scheduling software. This software allows for monitoring durations of interdependent tasks to assure that critical paths are achieved, such as the design survey, utility coordination, and permitting. All tasks and sub-tasks will be reviewed by the ***FTE*** Project Manager for comparison against the project plan established at the initiation of the project. The schedule is distributed to the County Project Manager, Engineer of Record for each project component discipline, and any sub-consultants that are involved with the project. weekly meetings are held with the team to ensure the schedules are met. If unplanned incidents occur at any time affecting the project schedule, then adjustments can be discussed with the County Project Manager and implemented utilizing the Microsoft Project model to achieve the desired schedule.

Communication with Clients - Gary will coordinate with the County Project Manager at monthly intervals either via phone or formal meetings to ensure the projects are on schedule. With monthly project status reports and progress review meetings, both the county and ***FTE*** will be informed about the schedule at all times. The critical path for this project will be the SWFWMD permit modifications and approval of the permits. We propose that separate schedules be proposed for the projects that will require permit modifications as to not hold up the projects that will qualify for an exemption. This way the County can release some of these high priority projects to construction sooner.

B. Permits

SWFWMD permitting and approval will be the critical path task for each project. We do not think that bundling the intersections is a wise approach for this project for a variety of reasons including the possibility of it being deemed a "cumulative impact". Rather we propose that each intersection be separated based on complexity and attempts made on a case by case basis to obtain the desired "no permit required".

As part of the project initiation, we will rank each project location by permit complexity and effort. Upon, agreement with the County, pre-application meetings will be arranged with the permitting agencies to identify permit conditions and requirements for each project location. Our permitting team will work closely with our environmental scientist to obtain the necessary environmental clearances if required by the permit. These may include wildlife surveys, wetland assessments, and cultural and historical assessments.

Some intersection improvements may be an exempt activity provided it meets the specific criteria in accordance with 62-330.051 Exempt Activities, which in part states:

8. All work shall comply with subsection 62-330.050(9), F.A.C.
(c) Minor roadway safety construction, alteration, maintenance, and operation, provided:
1. There is no work in, on, or over wetlands other than those in drainage ditches constructed in uplands;
2. There is no reduction in the capacity of existing swales, ditches, or other systems legally in existence under chapter 403 or Part IV of chapter 373, F.S.;
3. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.; and
4. The work is limited to:
a. Sidewalks having a width of six feet or less;
b. Turn lanes less than 0.25 mile in length, and other safety-related intersection improvements; and
c. Road widening and shoulder paving that does not create additional traffic lanes and is necessary to meet current, generally accepted roadway design and safety standards.

As long as the individual intersection improvement is deemed a safety improvement that is less than 0.25 miles and there is no reduction in capacity of the existing swales, ditches or other systems, then it should be an exempt activity. However, if the existing permitted drainage structures or ponds are directly affected, such as at the Orlando and Torrington intersections, it will probably not be exempt. Rather, a formal permit modification will be in necessary. Depending on the magnitude of the impacts, either a "minor mod" could be issued where only a localized analysis of the storm water pond is required to ensure that there is no adverse impacts. Otherwise, if the impacts are significant, then a full "major mod" will be required. In that case former storm water models that were approved years ago may have to be analyzed and "re-run" to ensure that the proposed pond adjustments do not jeopardize or degrade the entire storage and conveyance system.

The "re-opening" of older closed permits and models can open up a huge Pandora's Box of issues, and what was deemed as a "simple" or "minor mod" exempt turn lane improvement, may result in a complex permitting process. Re-analyzing entire watersheds and taking over as *"Engineer of record"* for substandard (by today's standards) or master permits is time consuming and should be avoided if at all possible.

GWE not only designed and permitted Phase II and Phase III of Veterans, but has successfully obtained SWFWMD permits and modifications for very complex County projects including the recently completed Midway Boulevard road widening and the currently SWFWMD permitted Olean Project. No other firm has more information or historical knowledge along these segments of Veterans Boulevard, than Giffels-Webster Engineers.

Andy Wickerson PE, with ***GWE***, will take the lead in obtaining permits for this project. He will work with the design team to determine the best alternative for each project to for permit optimization. In his role of Senior Design Engineer, he has provided hands-on technical support for land development, site planning, and civil engineering tasks associated with design, permitting and execution of commercial, residential and public construction projects. His past experience also afforded him the opportunity to work directly with clients, local governmental staff and permitting authorities.

Michael Melton PE, with ***FTE***, will provide a supplemental role to coordinating and obtaining permits for this project. Michael Melton has a wide range of experience in both private and public-sector projects in storm water design and permitting. Over nine years of experience includes spread analysis, storm sewer conveyance systems for both urban and suburban roadways, conveyance ditches and swales for rural roadways, storm water modeling, wet detention ponds, and sidewalk profiles.

Together they will propose the best drainage approach with the least amount of impacts to existing storm water facilities and ensure permits are obtained in a timely manner to the satisfaction of Charlotte County.

C. Recent, Current & Projected Workload

FIRM	KEY STAFF	AVAILABIL-ITY	CURRENT BACKLOG	PROJECTED BACKLOG
FTE	Gary Ng, PE	70%	15%	15%
	Meriam Gardner, PE	70%	10%	20%
	Ravi Devaguptapu, PE, PTOE	50%	35%	15%
	Oliver Rodrigues, PE, PTOE	75%	15%	10%
	Wilson Lorenz, PE	90%	10%	0%
	Michael Melton, PE	80%	10%	10%
	Stacy Burgess, PE	75%	20%	5%
Giffels-Webster Engineers	Jonathan Cole, PE	25%	60%	15%
	Andrew Wickerson, PE	55%	25%	20%
Strayer Surveying and Mapping	Greg Reith, PSM, CFM	50%	40%	10%
Banks Engineering	Todd Rebol, PE	40%	50%	10%
Universal Engineering	Lindsey Weaver, PE	50%	40%	10%
Patel Greene and Associates	Johnny Fung, PE	45%	35%	20%
	Terry Cartwright	55%	35%	10%
ECHO UES	Mike Patterson, PSM	45%	40%	15%

VI. PROPOSED DESIGN APPROACH

A. Proposed Design Philosophy

Our design philosophy at ***FTE*** is to provide innovative engineering solutions to improve safety to the general public while meeting the goals and guidelines of the County. This starts from having a clear understanding of the scope of work and identifying the project constraints. The designated staff will conduct a field review to establish an understanding of the proposed improvements. During this initial visit we will review the original scope and make recommendations to the County for each project location. This will result in a definitive scope which enables the team to develop accurate staff hours and streamlines the negotiation process.

FTE has extensive design experience with intersection improvements and turn lane projects. We add value to the contract with our previous project experience, creative design, and knowledge of design criteria. The following is a synopsis of the technical aspects that we provide with our experienced team:

Roadway - The roadway design is the foundation upon which other improvements are dependent. Each task will be evaluated based on existing R/W, utility, drainage, or other constraints. The best design alternative with the least impacts will be provided. The design will be sensitive to the needs of the motoring public, pedestrians, and bicyclists as well as the safety of the construction personnel. We will evaluate turn lane deceleration lengths required based on the existing posted speeds. To expedite construction and reduce traffic control efforts the proposed pavement design should consider elimination of Stabilization and granular base and substitution with Asphalt Base Group 15. Sidewalks and curb ramps will be designed to meet ADA requirements and guardrail modifications will be designed per FDOT Standard Index 536-001.

Drainage – The drainage impacts can range from minor ditch regrading to storm water pond modifications. We have the advantage of having ***GWE*** on the team who is very knowledgeable of the existing drainage facilities along the Veterans Boulevard corridor as they designed and permitted Phase II and Phase III of Veterans Boulevard. Side slopes modifications, displacement of swales, culvert extensions, adjustment of drainage structures and the regrading and filling of existing permitted storm water ponds may be necessary. During design we will consider alternative improvements that minimizes impacts to these drainage features.

Permitting - Each project will be designed in a manner to avoid permitting, to the greatest extent practicable, thereby reducing project costs and schedule. We will determine if permits are required through field review and research of the project, and confirm our findings through a pre-application meeting. We anticipate some of the intersection improvements may be an exempt activity provided it meets the specific criteria in accordance with F.A. C. 62-330.051. As long as the individual intersection improvement is deemed a safety improvement that is less than 0.25 miles and there is no reduction in capacity of the existing swales, ditches or other systems, then it should be an exempt activity. However, if the existing permitted drainage structures or ponds are directly affected, a formal permit modification will be necessary. Depending on the magnitude of the impacts, either a “minor mod” could be issued where only a localized analysis of the storm water pond is required to ensure that there is no adverse impacts. Otherwise, if the impacts are significant, then a full “major mod” will be required. In that case former storm water models that were approved years ago may have to be reanalyzed to ensure that the proposed pond adjustments do not jeopardize or degrade the entire storage and conveyance system.

Environmental - All the intersections are located within the 18.6-mile core foraging area of seven wood stork colonies so any ditch or wetland impacts that are identified as suitable foraging habitat may require mitigation. One bald eagle nest is documented within 300 feet of the intersection at Veterans Boulevard and Cochran Boulevard. This nest will need to be assessed for activity during the eagle’s nesting season (October 1 – May 15) and if active, coordination with the USFWS will be necessary. Surveys of all undeveloped upland habitats near each intersection will be assessed for utilization by gopher tortoises, burrowing owls, migratory bird nests and other listed or protected species. Freshwater canals, along with forested and herbaceous wetlands, are located near some of the intersections proposed for improvement. Although wetland impacts are not anticipated for this project, there may be surface water impacts resulting from regrading of existing ditches or culvert extensions. If unavoidable wetland impacts do occur, the intersections are located within the approved service area for several mitigation banks, including Little Pine Island, Boran Ranch, and Peace River mitigation banks.

Utility Coordination - During the design phase, coordination will be completed with all Utility Agency Owners (UAOs) located within the project limits and a conflict matrix will be developed that depicts the potential conflicts with each UAO. This matrix will serve as a guide for each UAO when developing their relocation plans and insure all conflicts are addressed. Subsurface Utility Engineering (SUE) will be utilized to obtain information that will eliminate or mitigate UAO relocations if drainage structures, signal poles, or light poles are proposed. Our design will be conscious of overhead electrical lines to meet OSHA clearance requirements.

Signalization - The intersection at Peachland Boulevard and Harbor Boulevard will require replacement of the diagonal span to new mast arm signalization. To avoid overhead utility conflicts dual arm signal poles may be required. Sidewalks and cross walks will be proposed to connect to existing sidewalks and pedestrian features will be provided.

Traffic - FDOT is working on I-75 PD&E studies from Collier Boulevard to N of Moccasin Wallow Road. ***FTE*** is involved with these studies. If a new interchange happens on I-75, Orlando Boulevard and Harbor Boulevard connections are critical for traffic circulation and cross county traffic. The Bachmann tract is expected to generate significant traffic and may need Harbor Boulevard as connection between Hillsborough Boulevard and Veterans Boulevard.

B. Anticipated Problems and Solutions

Cochran Blvd @ Quesada Ave

(WB Right Turn Lane)
35 MPH Posted Speed
145' Deceleration Length + 50' Queue = 195' Turn Lane

Issues:

- Distance between Cochran Blvd and driveway to Suncoast Credit Union = 170 feet
- Widening to the north will impact swale, trees, curb ramp, and pedestrian pole
- Widening to the south would impact closed drainage system and sidewalks
- MES at driveway inundated
- Redevelopment of the old K-Mart site will increase traffic

Solutions:

- Widen to the north side with curb and gutter and maximize turn lane length
- Consider flumes versus a closed drainage system
- Remove trees and regrade drainage swale
- Desilt existing side drain under driveway
- Reconstruct curb ramp and relocate pedestrian pole
- New turn lane will reduce the delay for through traffic on Quesada Ave, consider reducing phase interval for Quesada Avenue and apply it to Cochran Blvd

Murdock Cir @ Charlotte Public Schools Admin

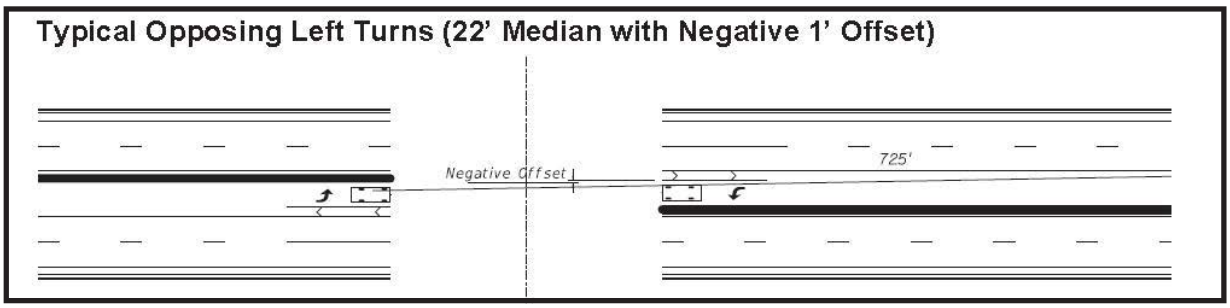
(WB Left Turn Lane)
40 MPH Posted Speed
155' Deceleration Length + 100' Queue = 255' Turn Lane

Issues:

- Existing trees in the median
- Sight issues with opposing left turn lanes
- If the redevelopment occurs at the Town center this intersection will be a primary access point to the mall

Solutions:

- Widen towards the median and slope pavement to drain to outside swale.
- Remove or relocate trees to other location within Murdock Circle
- Propose 4-foot traffic separator and offset left turn lanes to improve line of sight for opposing left turn lanes
- Consider a westbound right turn lane into the town center to accommodate future redevelopment
- A signal will be probably warranted in the future with the redevelopment of town center



Murdock Cir @ US41

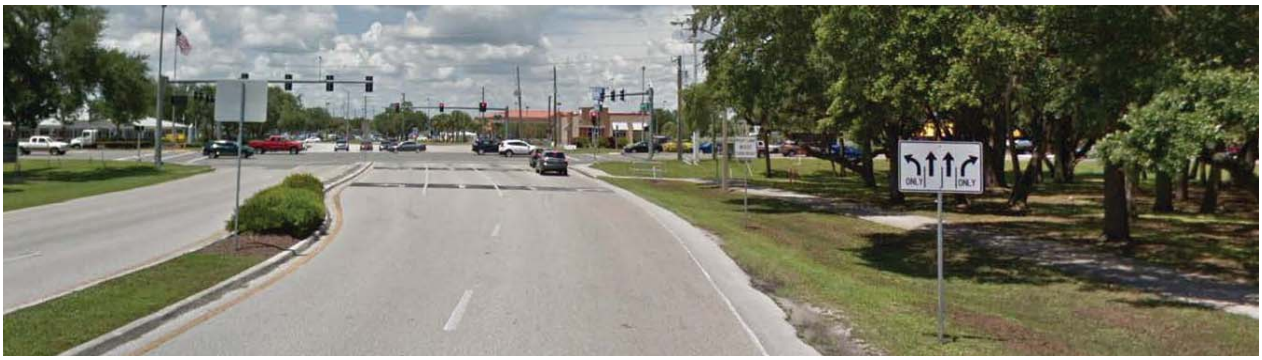
(NB Right Turn Lane Extension)
40 MPH Posted Speed
155' Deceleration Length + 100' Queue = 255' Turn Lane

Issues:

- Signs of off-tracking
- Widening will impact adjacent swale
- Future increase in traffic may result in queueing past the existing driveway
- Existing sidewalk slot is inundated
- Existing fiber pull box and marker blocking drainage flow
- Hawks present

Solutions:

- Extend turn lane to existing driveway to maximize queue
- To accommodate future demands consider permitting an additional right-out driveway onto US 41 approximately 330 feet from Murdock circle.
- Regrade swale with 1:4 slopes
- Provide ditch pavement to and from the sidewalk slot to avoid continued maintenance
  Relocate pull box and marker for better drainage flow
- Restrict construction during the nesting season of the hawks for construction safety



Peachland Blvd @ Harbor Blvd

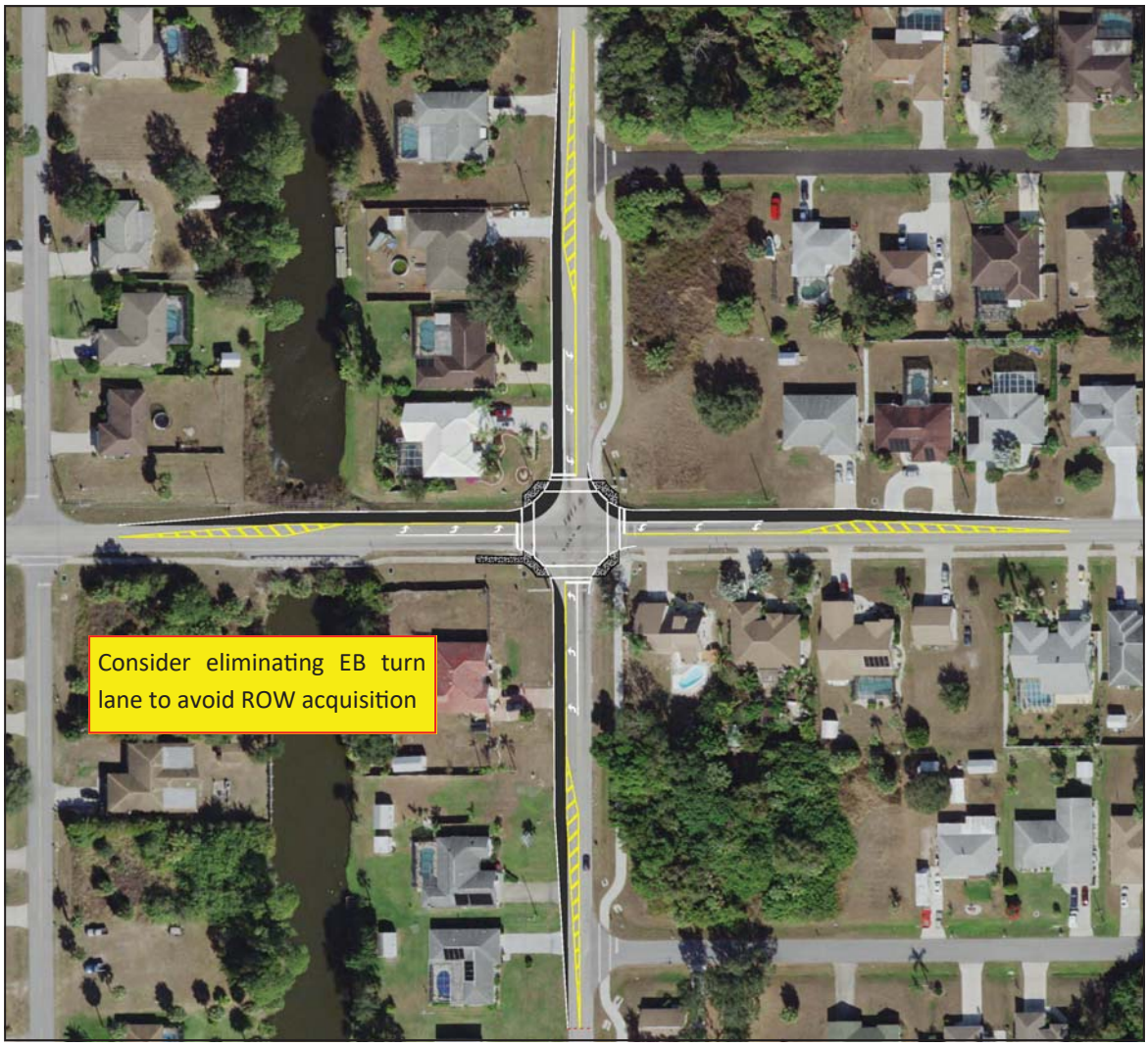
(Left Turn Lanes All Approaches)
35 MPH Posted Speed
145' Deceleration Length + 50' Queue = 195' Turn Lane

Issues:

- Overhead utilities along the north and west side
- Pipes under Harbor Blvd will need to be extended
- Cross drain and guardrail on Peachland Blvd may be impacted
- Existing sidewalk and driveways impacted
- Existing signal and pedestrian poles impacted
- Existing drainage pattern appears to be to the canal to the west
- Widening requires ROW acquisition for drainage storage

Solutions:

- Widen to the north side of Peachland Blvd and west side of Harbor Blvd to minimize impacts to existing sidewalks, driveways, and pedestrian poles
- Upgrade signal to mast arms. Consider dual arms to avoid conflicts with overhead utilities or coordinate with utilities to place underground
- Propose closed drainage west of Harbor Blvd to the canal.
- Consider eliminating EB left turn lane to avoid ROW acquisition and cross drain and guardrail impacts



Veterans Blvd @ Cochran Blvd

(EB, WB & NB Right Turn Lanes)
45 MPH Posted Speed (Veterans Blvd)
185' Deceleration Length
40 MPH Posted Speed (Cochran Blvd)
155' Deceleration Length

Issues:

Westbound
- Widening conflicts with power pole, mast arm, and pedestrian pole
- Impacts to adjacent swale

Eastbound
- Right turn lane is limited to 200 feet due to existing driveway
- Widening will impact pedestrian pole and conflict with fiber optic lines
- Impacts to closed drainage system
- Limited ROW
- Signs of off-tracking prior left turn lane

Northbound
- Right turn lane is limited to 185 feet due to existing driveway
- Widening conflicts with curb ramp and pedestrian pole
- Impacts to adjacent swale

Solutions:

WB Turn Lane
- Provide steepen slopes and regrade swale
- Evaluate relocation of existing signal pole
- Coordinate relocation of power pole and lines to accommodate widening

EB Turn Lane
- Modify curb inlet to a manhole and re-pipe to new curb line
- Relocate pedestrian pole
- Coordinate fiber line relocation with UAO
- Consider converting grass medians to 4-foot concrete traffic separators and reduce lanes widths to minimize widening
- Consider eliminating substandard bike lane and prove a wider sidewalk to accommodate pedestrians and bicyclists

NB Turn Lane
- Consider converting grass medians to 4-foot concrete traffic separators and reduce lanes widths to minimize widening
- Propose widening with curb and gutter, 6-foot sidewalk adjacent to the curb, and closed flume inlets
- Relocate pedestrian pole

Example Bike Lane to Sidewalk Transition

Veterans Blvd @ Atwater St

(WB and EB Right Turn Lanes)
55 MPH Posted Speed
350' Deceleration Length

Issues:

- EB widening will impact mast arms and pedestrian pole
- Impacts to closed drainage system and flume
- WB widening will impact mast arms, private drainage and landscaping
- ROW is limited and may require acquisition
- Overhead electric along the east side of Atwater St

Solutions:

- WB Turn Lane
- Convert curb inlet to a manhole and re-pipe to new curb line
- Remove trees and place sidewalk with handrail
- Provide steepen slopes to avoid or minimize private pond impacts
- Possible modification of ERP permit 33778 (Eye Centers of Florida)
- Signal pole may be relocated since there is extra length on the arms (will structurally confirm)
- Consider relocating signal pole to the NW corner to avoid conflicts with overhead electric

EB Turn Lane

- Modify curb inlet to a manhole and re-pipe to new curb line
- Provide sidewalk with handrail and steepen front slopes
- Extend MES and regrade swale
- Signal pole may be relocated since there is extra length on the arms (will structurally confirm)
- Relocate pedestrian pole
- Possible modification of SWFWMD ERP permit 9941 (charlotte co – El Jobean/Hillsborough ext)

Veterans Blvd @ Yorkshire St

(WB and EB Right Turn Lanes)
55 MPH Posted Speed
350' Deceleration Length

Issues:

- Impacts to closed drainage system and flume
- Guardrail and cross drain east of Yorkshire St
- Impact to swales

Solutions:

WB Turn Lane

- Convert curb inlet to a manhole and re-pipe to new curb line
- Relocate guardrail closer to the existing cross drain to accommodate widening or construct concrete head-wall and guardrail on the approach side

EB Turn Lane

- Modify curb inlet to a manhole and re-pipe to new curb line
- Steepen front slopes or provide a gravity wall with handrail behind sidewalk
- Possible modification of SWFWMD ERP permit 9941 (charlotte co – El Jobean/Hillsborough ext)

Veterans Blvd @ Harbor Blvd

(WB and EB Right Turn Lanes)
55 MPH Posted Speed
350' Deceleration Length

Issues:

- Impacts to closed drainage system and flumes
- Impact to swales and control structure
- Thick shrubs and trees along the north side of Veterans Blvd

Solutions:

WB Turn Lane

- Convert curb inlet to a manhole and re-pipe to new curb line
- Clear and grub existing shrubs and remove trees

EB Turn Lane

- Modify curb inlet to a manhole and re-pipe to new curb line
- Steepen front slopes or provide a gravity wall with handrail behind sidewalk
- Modify SWFWMD ERP permit 9941 (charlotte co – El Jobean/Hillsborough ext) due to control structure impact

Veterans Blvd @ Orlando Blvd

(WB and EB Right Turn Lanes)
55 MPH Posted Speed
350' Deceleration Length

Issues:

- Impacts to closed drainage system
- Impacts to sidewalk and light poles
- Guardrail impacts
- Impact to permitted storm water pond

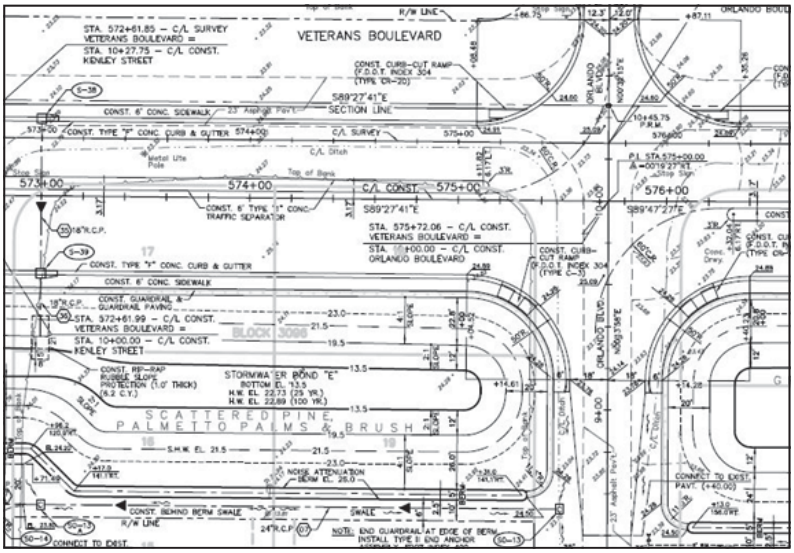
Solutions:

WB Turn Lane

- Convert curb inlet to a manhole and re-pipe to new curb line
- Relocate fiber pull box

EB Turn Lane

- Modify curb inlet S-39 and relocate 2 light poles
- Modify the slopes of Pond "E" or provide a retaining wall
- A "minor mod" could be issued where only a localized analysis of the storm water pond is required to ensure no adverse impacts. If the impacts are significant, then a full "major mod" will be required
- An alternative is to consider reducing traffic separator width, lane widths, and sidewalk width to shift traffic and minimize impacts to Pond "E"



Veterans Blvd @ Torrington St

(WB and EB Right Turn Lanes)
55 MPH Posted Speed
350' Deceleration Length

Issues:

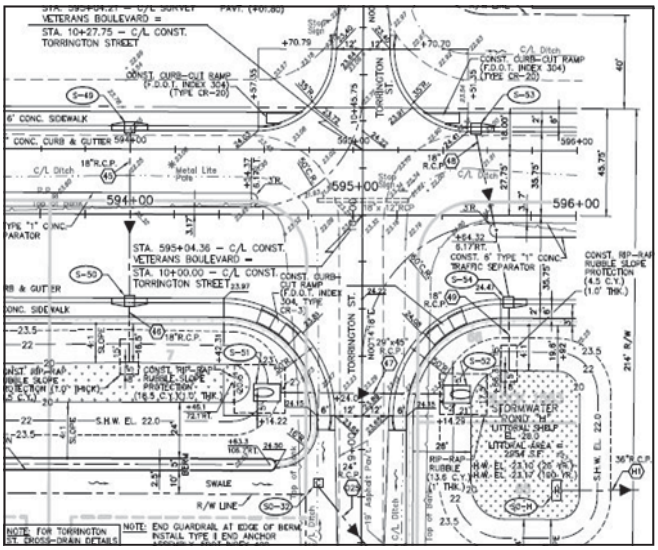
- Impacts to closed drainage system
- Impacts to sidewalk and light poles
- Guardrail impacts
- Impact to permitted storm water pond
- Cross drain east of Torrington St

Solutions:

- WB Turn Lane
- Convert curb inlet S-53 to a manhole and re-pipe to new curb line
- Provide guardrail and steepen slopes to avoid cross drain extension
- Relocate fiber pull box

- EB Turn Lane
- Modify curb inlets and relocate 3 light poles
- Relocation of S-50, the rip-rap slope, and extension of mitered end S-51
- Modify the slopes of Pond "G" or provide retaining wall

- A "minor mod" could be issued where only a localized analysis of the storm water pond is required to ensure no adverse impacts. If the impacts are significant, then a full "major mod" will be required
- An alternative is to consider reducing traffic separator width, lane widths, and sidewalk width to shift traffic and minimize impact to Pond "G"



Veterans Blvd @ Loveland Blvd

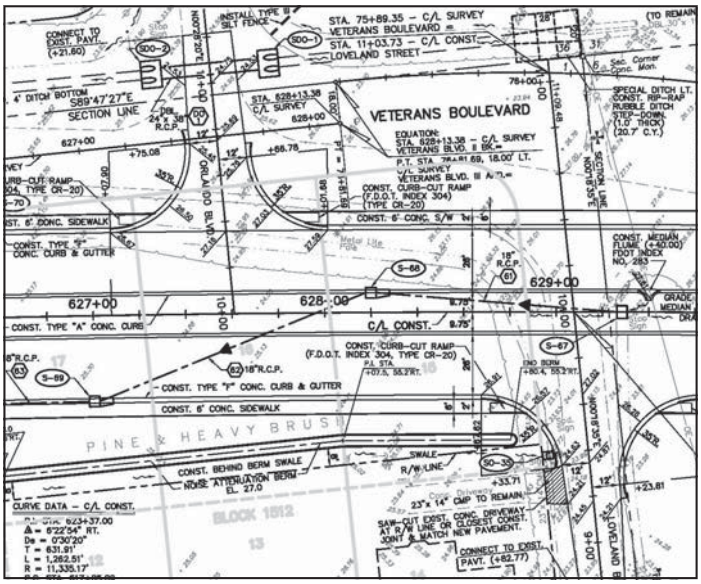
(EB Right Turn Lane)
55 MPH Posted Speed
350' Deceleration Length

Issues:

- Impacts to closed drainage system
- Impacts to sidewalk and light poles
- Water valves adjustments
- Steep side slopes
- Existing DBI is inundated

Solutions:

- Modify curb inlets and relocate 2 light poles
- Coordinate with CCU and adjust water valves to finished grade
- Consider gravity wall with handrail at back of side-walk
- Convert existing DBI to a curb inlet with a slot and possibly replacing with one with a sump to allow siltation



C. Site Specific Alternatives

Peachland Blvd @ Harbor Blvd

We evaluated widening alternatives with consideration of:

- Existing sidewalk and driveways
- Existing signal poles and pedestrian features
- Drainage
- Available ROW
- Utility conflicts
- Maintenance of Traffic

A. Widening to the north side of Peachland Blvd would avoid impacts to the existing sidewalks and numerous driveways.

B. Widening to the west side of Harbor Blvd would avoid impacts to the existing sidewalks and the concrete signal pole on the northeast corner.

C. Widening to one side of the roadway reduces the drainage impacts and simplifies the maintenance of traffic plan.

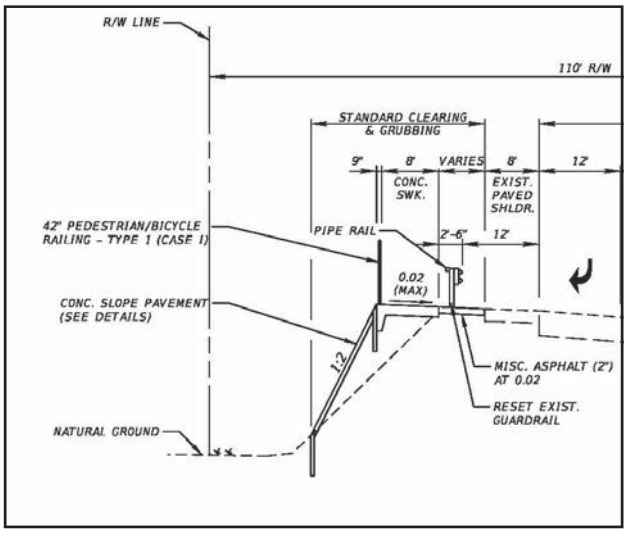
D. We can evaluate if the existing diagonal span signalization can handle additional signal head loading or if 2 new concrete poles can be implemented to convert it to a box span configuration. If these options are not warranted then mast arms will be proposed.

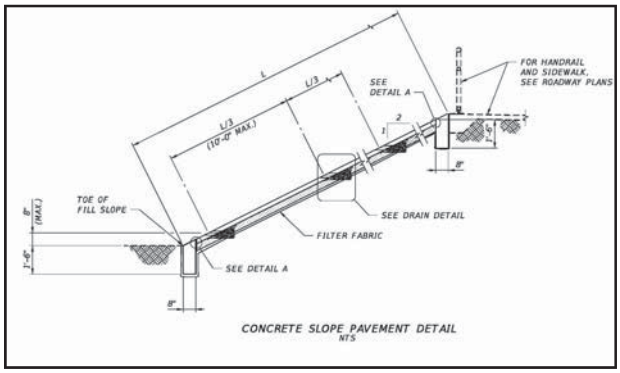
E. If ROW is limited on the northwest corner of the intersection we will evaluate eliminating the eastbound left turn lane to reduce the widening requirements.

Veterans Blvd @ Orlando Blvd/Torrington Blvd

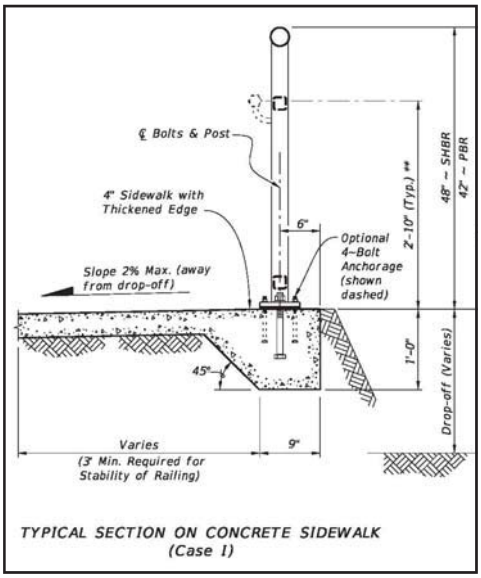
During design we can evaluate side slope alternatives and guardrail placement to reduce or avoid impacts to permitted storm water facilities.

A. Concrete Slope Pavement

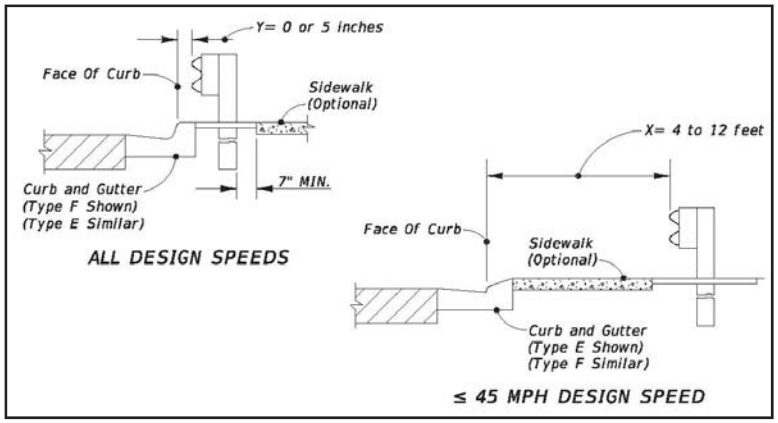




B. Sidewalk with Hand Rail

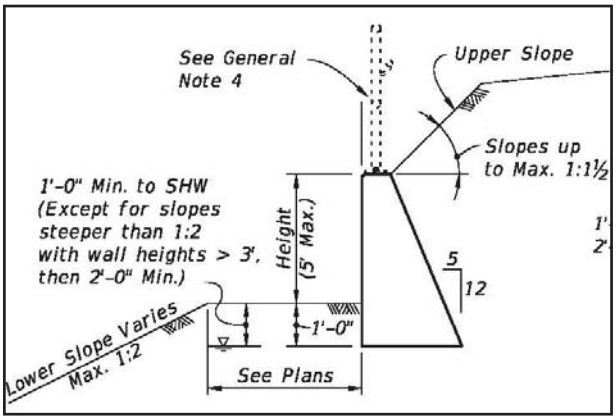


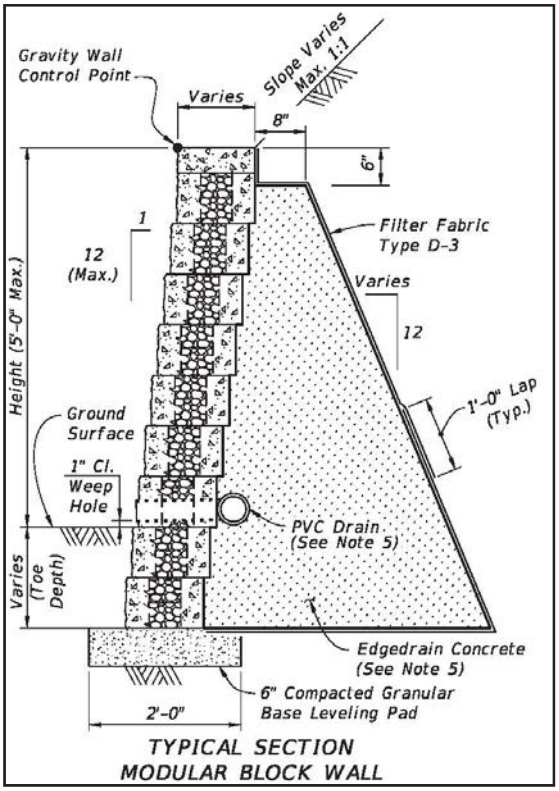
C. Reset Guardrail Location



D. Innovative Approaches in Design

A. Gravity Wall or Segmental Block Wall





B. Replacement of Guardrail with Fence

An innovative design consideration is to consider reducing the posted speed limit on Veterans Blvd. from 55 mph to 45 mph. Both the western and eastern ends of Veterans Blvd. is currently posted at 45 mph. Based on Table 3-15 of the Florida Greenbook, curb and gutter is not to be used on facilities with design speed > 45 mph. With the corridor being further developed this may be an optimal time to consider this speed reduction.

With a 45 mph design speed the clear zone requirement is 4 feet, therefore guardrail would no longer be required. The elimination of the guardrail will provide additional width for slope tie-downs. To protect pedestrians from the water hazard a fence could be proposed at the back of the sidewalk.

Table 3 – 15 Minimum Width of Clear Zone

Type of Facility	DESIGN SPEED (mph)							
	25 and Below	30	35	40	45	50	55	60 and Above
	MINIMUM CLEAR ZONE (feet)							
Flush Shoulder*	6	6 Local 10 Collectors 14 Arterials	6 Local 10 Collectors 14 Arterials	10 Collectors 14 Arterials	14 Arterials and Collectors ADT < 1500 18 Arterials and Collectors ADT ≥ 1500	14 Arterials and Collectors ADT < 1500 18 Arterials and Collectors ADT ≥ 1500	18 Arterials and Collectors ADT < 1500 24 Arterials and Collectors ADT ≥ 1500	18 Arterials and Collectors ADT < 1500 30 Arterials and Collectors ADT ≥ 1500
Curbed*	1 ½	4**	4**	4**	4**	N/A**	N/A**	N/A**

* From face of curb.
** On projects where the 4 foot minimum offset cannot be reasonably obtained and other alternatives are deemed impractical, the minimum may be reduced to 1 ½'.
* Use rural for urban facilities when no curb and gutter is present. Measured from the edge of through travel lane on rural section.
** Curb and gutter not to be used on facilities with design speed > 45 mph.

VII. EXAMPLES OF SIMILAR PROJECTS

A. Last Four (4) Similar Projects

Project Name: PEACHLAND BLVD AT LOVELAND BLVD, CHARLOTTE COUNTY, FLORIDA

Date Awarded August 2017

Contract Design Time
12 Months

Owner's Project Representative
Charlotte County
Jeffrey A. Keyser, Project Mgr.
410 Taylor Street, Unit 104,
Punta Gorda, FL 33950
941-575-3644

Total Time Added to Contract via Addenda/C.O.
0.5 Months
Received addendum to design traffic separator from Loveland Blvd to Peachland Promenade Entrance.

Services
Roadway Design
Drainage and Permitting
Sidewalk Design
Signalization & ITS
Signing and Pavement Marking
Intersection Lighting
Surveying and Mapping
Utility Coordination
Contract Bid Documents
Post Design Services

Project Description
This was a Charlotte County project to convert a stop-controlled intersection to a signalized intersection with proposed mast arms and enhanced intersection lighting for pedestrian safety. The project also included curb ramp improvements, sidewalk reconstruction, and widening on three approaches for auxiliary lanes.

One of the design challenges was placement of the auxiliary lanes. To avoid right of way impacts, the western edge of pavement along Loveland Boulevard was held and the roadway was widened to the east. Impacts to the existing ditches were compensated by dredging and extending 1:4 back-slopes within right of way. The project resulted in a Southwest Florida Water Management District Project Exemption.

Turning Movement Counts and Synchro were utilized to determine lane configurations and storage lengths. The design was constrained by the proximity of side street openings 300 feet from the intersection. The control radii were evaluated and stop bars were placed to maximize the turn lane lengths.

The placement of proposed mast arms and intersection lighting was cognizant of the existing FPL overhead distribution lines. A dual mast arm was proposed on the southwest corner, as a mast arm on the northwest corner would be non-constructible due to the offset from distribution lines. The lighting was jointly analyzed with FPL LED fixtures onto FPL poles in order to provide intersection lighting while meeting OSHA requirements.

Project Name: WINCHESTER BLVD AT AVE OF THE AMERICAS, CHARLOTTE COUNTY, FLORIDA

Date Awarded January 2017

Contract Design Time
19 Months

Owner's Project Representative
Charlotte County
Jeffrey A. Keyser, Project Mgr.
410 Taylor Street, Unit 104,
Punta Gorda, FL 33950
941-575-3644

Total Time Added to Contract via Addenda/C.O.
None for Design

Services
Roadway Design
Drainage and Permitting
Sidewalk Design
Signalization & ITS
Signing and Pavement Marking
Intersection Lighting
Surveying and Mapping
Utility Coordination
Contract Bid Documents
Post Design Services

Project Description
This was a Charlotte County project to convert a stop-controlled intersection to a signalized intersection with proposed mast arms and enhanced intersection lighting. The project also included curb ramp improvements and widening along the side street of Avenue of the Americas/ Fruitland Avenue to provide left and right turn lanes.

To improve safety of the intersection, widening was strategically designed to eliminate the skew of the approaching side street thru lanes. The widening for turn lanes was constrained by right of way and side streets. To maximize auxiliary lane lengths, the existing crosswalks were moved closer to the intersection and the stop bars were staggered.

It was determined in the field and through cross section analysis that segments of Avenue of the Americas had inadequate cross slope. Overbuild was proposed in these areas to correct the deficiency and reduce the risk of hydroplaning into the intersection.

The proposed widening impacted two side drains and a headwall. As an innovate and cost saving measure we converted the existing headwall to a mitered end section which reduced the length of pipe to be constructed and improved drop off adjacent to the roadway.

The west side of Winchester Boulevard is dense with above and below ground utilities which include: transmission, distribution, sanitary, and water mains. Subsoil Utility Exploration was performed at the proposed signal pole locations to identify a clear area. To increase the offset from the signal arm to the existing distribution lines, the mast arm was oriented parallel to the running power lines as opposed to perpendicular to the roadway. This improved constructability and eliminated the need for de-energization.

Project Name: US 92/ SR 600/ DALE MABRY HIGHWAY, HILLSBOROUGH COUNTY, FLORIDA

Date Awarded March 2016

Contract Design Time
20 Months

Owner's Project Representative
FDOT District Seven
11201 N. Malcolm McKinley Drive,
Tampa, Florida 33612
Jake Hemingway
Ph. 813-975-6057

Total Time Added to Contract via Addenda/C.O.
None for Design

Services
Roadway Design
Drainage Design
Sidewalk Design
Signalization
Signing and Pavement Marking
Intersection Lighting
Surveying and Mapping
Utility Coordination
Contract Bid Documents
Post Design Services

Project Description
This was a FDOT District 7 project to mill and resurface a half mile of urban five-lane highway, reconstruct the existing strain pole intersections to mast arms, and bring curb ramps into ADA conformance.

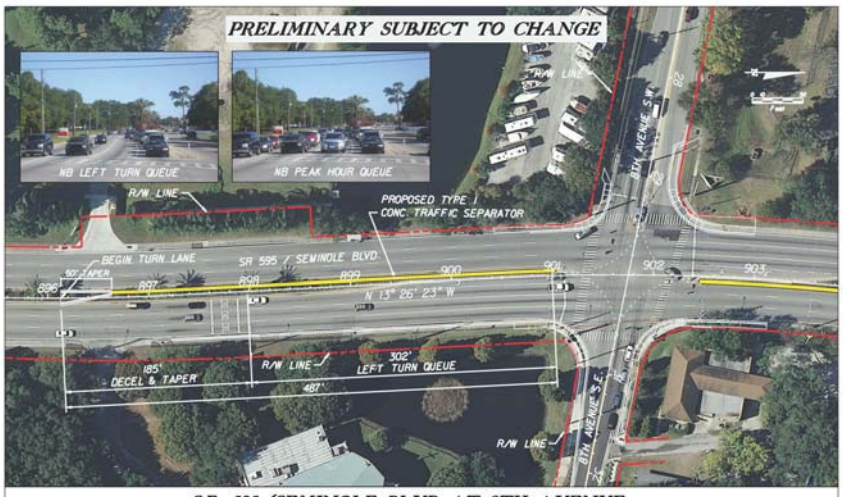
The key design challenge of the project was limited right of way width with only 80 feet. The most critical element was the proposed mast arm signalization. The existing concrete strain poles were in close proximity to the intersection with evidence that one pole had been hit multiple times. Right of way corner clips were acquired to ensure constructability of the new signalization and allow the existing signal to remain operational during construction.

The right of way corner clips were also necessary to construct ADA compliant curb ramps at the intersections. The existing intersections had tight returns varying from 25 to 30 feet in radius. With the volume of turning trucks it was essential to provide greater separation for the pedestrians from the edge of pavement. At locations where right of way corner clips were not practical to acquire, custom curb ramp designs were provided in the plans.

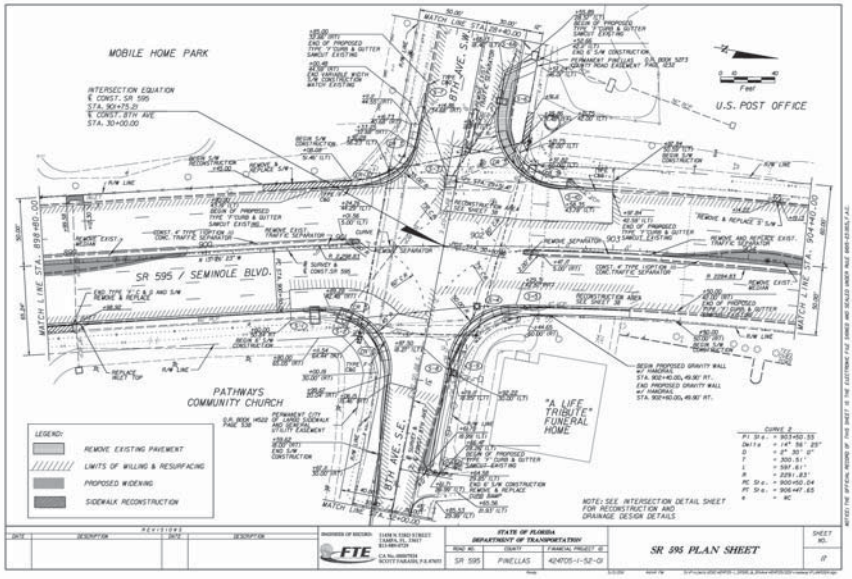
As the right of way was constrained the existing utilities were concentrated between 10 feet of width on either side of the roadway. Early and constant coordination with UAO's was essential to completing the project in a timely manner as every agency needed to perform relocations for the proposed improvements.

The drainage infrastructure under the roadway was dated and several attempts had been made to provide cracking sealing. Prior to advertisement, depressions began opening in the roadway. The maintaining agency repaired the roadway as best as possible. With a short turnaround time, we incorporated additional pipe and asphalt replacement to fully restore the areas.

Project Name: SR 595 (SEMINOLE BLVD) AT 8TH AVE INTERSECTION, PINELLAS COUNTY, FLORIDA



S.R. 595 (SEMINOLE BLVD AT 8TH AVENUE - NORTHBOUND LEFT TURN LANE



Date Awarded May 2010

Contract Design Time
22 months

Owner's Project Representative
FDOT District Seven
11201 N. Malcolm McKinley Drive,
Tampa, Florida 33612
Shirley McCrary
Ph. 813-975-6166

Total Time Added to Contract via Addenda/Change Order
None for Design

Services
Roadway Design
Surveying and Mapping
Roadway Design
Sidewalk Design
Public Involvement
Utility Coordination
Signing and Pavement Marking
Signalization
Drainage and Permitting
Contract Bid Documents
Post Design Services

Project Description
This was a FDOT District 7 project to remediate pavement and roadside settling resulting from highly organic material and loose soil beneath the pavement. The loose soil was remediated by slurry grouting. Settled and damaged pavement, drainage structures and sidewalk were reconstructed. All sidewalk and curb cut ramps for pedestrian crossings were upgraded to meet current Americans with Disabilities Act (ADA) standards. The Scope also included replacing signal strain poles with mast arms and extending left turn lane lanes on SR 595.

The project also included acquiring license agreements from property owners to reconstruct a commercial driveway to a 10 degree slope, and to move features such as sidewalk and traffic control equipment inside the FDOT Right of Way. The successful acquisition of license agreements allowed the project to remain on schedule, without the need for Right of Way acquisition.

VIII. EXPERIENCE AND CAPABILITIES

A. Value Engineering

Value Engineering is a systematic process of review and analysis of a project during the concept and design phases by a multidiscipline team of persons not involved in the project. The value engineering Team will consist of Wilson Lorenz PE and Ravi Devaguptapu PE PTOE and together has vast experience with roadway and traffic engineering and design. The VE team will provide recommendations for: providing the needed functions safely, reliably, efficiently, and at the lowest overall cost; improving the value and quality of the project; and reducing the time to complete the project. The successful application of the VE process will contribute measurable benefits to the quality of the improvement project.

The VE team will review design criteria, consider alternative designs, and review alternate methods of construction to minimize impacts to the surrounding facilities. One of the key elements we will be evaluating is alternative solutions to minimizing impacts to the existing permitted storm water facilities. We have presented several innovative approaches as described in Section VI of this proposal. Each alternative will be evaluated against criteria, permit impacts, ROW requirements, and construction cost. The VE team's experience and input regarding the design will undoubtedly save you money, headaches, and major problems during construction.

Value engineering also starts with estimating. For estimating purposes we maintain a current database of past construction costs of projects we have been involved with, which we use as a basis. As a means of cross-checking we also like to verify estimated unit costs with local contractors. Also being connected to the competitive bidding world, we know things are cheaper than years past. So there is incentive to get through the design phase as efficiently as possible and this becomes value added.

B. Critical Path Method

Our team is well versed in complex scheduling in project management and has a good understanding of the benefits of the critical path method. In evaluating all project activities, the duration of each, and the interrelation between activities, our team can plan for accurate project scheduling to expedite design and permitting to let projects to construction as soon as possible. The objective is to identify the critical path and estimate how much time the whole project will take. Projects are made up of several "activities" and some of the activities require other activities to finish before they can begin. We understand that "critical" activities have to be done on time or else the whole project will take longer. The critical path items we anticipate for this project will be **survey, permitting** and possibly **ROW acquisition**.

To address the survey requirements, we are proposing two local surveyors whom are very familiar with Charlotte County. This approach will expedite the project schedules as multiple survey crews can be working concurrently at different project locations. For permitting we are also proposing two key drainage/permitting engineers. This will allow us to brainstorm the best design with the least amount of permitting effort. With GWE's knowledge of the Veterans Blvd corridor we propose to have them design and permit the projects along Veterans Blvd. while FTE handle the other project locations. The result would be getting these high priority safety projects to construction sooner. Our design alternatives will also be conscious of ROW requirements. We will propose innovative designs to avoid or minimize ROW acquisition. If acquisition is required, we have Banks Engineering on the team to provide acquisitions support to the County. We have recently worked together on the Olean Blvd project to successfully coordinate and prepare ROW maps and construction easement exhibits.

C. Fast Track Construction

Our team has a significant amount of fast-track construction experience we have gained over the last decade. The last several years have been filled with fast-track projects capitalizing on the favorable construction costs right now. We have worked on several projects which have tight construction durations to capitalize on the dry-season and avoid the storm seasons. We have not only designed and permitted several projects, we have been involved with construction administration as well and understands the hot button items that will assist with fast track construction.

D. Environmental Assessment

The existing land uses at these intersections are mostly developed with government buildings, commercial services, and residential developments. The intersections are located within the USFWS Consultation Area for a number of federally-listed species, including the Florida bonneted bat, Audubon's crested caracara, Florida scrub jay, and the red-cockaded woodpecker. None of the intersections are located within the USFWS' focal areas for the Florida bonneted bat, so it's likely that only general assessments for potential roost sites will be needed in lieu of acoustic surveys. There is no suitable habitat for Audubon's crested caracara, Florida scrub jay, and the red-cockaded woodpecker at any of the intersections. This area of Charlotte County is not within a USFWS-designated habitat range for the Florida panther and the projects do not increase roadway capacity; therefore, no panther impacts are anticipated. All the intersections are located within the 18.6-mile core foraging area of seven wood stork colonies so any ditch or wetland impacts that are identified as suitable foraging habitat may require mitigation. One bald eagle nest is documented within 300 feet of the intersection at Veterans Boulevard and Cochran Boulevard. This nest will need to be assessed for activity during the eagle's nesting season (October 1 – May 15) and if active, coordination with the USFWS will be necessary to determine if a permit is required for impacting this nest during construction. Pedestrian surveys of all undeveloped upland habitats near each intersection will be assessed for utilization by gopher tortoises, burrowing owls, migratory bird nests and other listed or protected species.

Freshwater canals, along with forested and herbaceous wetlands, are located near some of the intersections proposed for improvement. The majority of wetlands are clustered around the intersection of Veteran's Boulevard and Cochran Boulevard. There are also wet ditches that run parallel to portions of Veterans Boulevard. Wetland impacts are not anticipated for this project, but there may be surface water impacts resulting from reshaping of existing ditches or construction of proposed culvert extensions needed for the new turn lanes. If unavoidable wetland impacts do occur, the intersections are located within the approved service area for several mitigation banks, including Little Pine Island, Boran Ranch, and Peace River mitigation banks. The addition of turn lanes at each intersection will be exempt from SWFWMD and USACE permitting if the proposed construction does not result in wetland impacts and the turn lanes are less than 0.25 miles in length. Proposed culvert extensions are anticipated to require a 62-330.443 General Permit from SWFWMD and a Nationwide 14 Permit from the USACE.

Several of the intersections are located within 500 feet of sites with documented petroleum contamination. ***PGA*** recommends completion of a Level 1 Contamination Screening Evaluation to determine potential risk hazards at each of the intersections. We will coordinate closely with Charlotte County and the design team to identify the potential risks on the construction plans and recommend areas for further Level II screening, if needed.

E. Specialized Experience

Participation With Stakeholders

1. Residents

Our team has completed many roadway projects, which included coordination with residents. On a previous ***FTE*** design project for the Florida Department of Transportation (FDOT) District 7, SR 595 at 8th Avenue in Largo, Florida, a number of project features required coordination with residents. This included notifying residents of a proposed median opening closure, sending each affected resident a graphic representation on an aerial background and explanation of the median modification in everyday language to make it easier to understand. Our lead Roadway Engineer, Gary Ng, has extensive experience with public involvement and coordination with residents and leaders of local homeowner associations. ***FTE*** has extensive experience participating in public and private meetings with communities such as FDOT, Counties, and various Cities. During the previous contracts for FDOT and other municipalities, Ravi had participated in many public workshops and presentations. ***FTE*** will maintain an effective public involvement program throughout this contract for the management of data, clear communication, and positive involvement with the County or other departments, audiences, or stakeholders. Several project members of the Team have organized and participated in presentations, charrettes, and briefings for public officials and property owners to determine the best solution for problems such as traffic impacts, traffic calming, circulation, and access management. Our design partners, Giffels Webster and Patel Green & Associates also have experience with soliciting input from community residents and incorporating findings into a proposed project.

2. Owner and Stakeholder Representatives

FTE also has experience coordinating with business owners on design projects. For the FDOT project on SR 595 at 8th Avenue mentioned above, a number of License agreements were also acquired from business property owners. For example, a commercial driveway with a steep slope was causing vehicles to scrape the pavement as they entered and exited the driveway. Correcting this required reconstructing with a 10 percent slope, partly on the business' private property. After meeting with the business owner and explaining the nature of the improvement, they were pleased to have the driveway reconstruction incorporated into the roadway project. The advantage to the client of using a license agreement in these situations, rather than a construction easement, was that the time and expense of ROW acquisition was avoided.

3. Private and Public Utilities

Giffels-Webster Engineers has extensive experience with private and public utilities. Some of the agencies which GWE has worked or coordinated with are listed below:

- Englewood Water District
- Charlotte County Utilities
- Punta Gorda Utilities
- Sarasota County Utilities
- Florida Power & Light
- Century Link
- FPL Fibernet
- TECO Gas
- AmeriGas
- Comcast
- Crown Castle Fiber
- Frontier Communications

4. Permitting Agencies

Our drainage and permitting engineers, Giffels-Webster Engineers, have extensive experience permitting stormwater management improvements, from large scale master plans to small roadway and parks projects. We have the advantage of having them on our team as they designed and permitted the ponds along Veterans Blvd. We have recently worked together on the Olean Blvd. to successfully design and permit the project through SWFWMD.

IX. VOLUME OF WORK
X. LITIGATION
XI. MINORITY BUSINESS

IX. VOLUME OF WORK

Intersection Improvements
Charlotte County RFP No. 2019000279

FTE received $903,121 from Charlotte County in the last 24 months.

X. LITIGATION

Intersection Improvements
Charlotte County RFP No. 2019000279

FTE has not had any litigation in the last five years.

XI. MINORITY BUSINESS

Intersection Improvements
Charlotte County RFP No. 2019000279

A. Certified Minority

FTE is a certified Minority Business Enterprise (MBE) firm through the State of Florida Department of Management Services, Office of Supplier Diversity (OSD), and a Disadvantaged Business Enterprise (DBE) through the Florida Department of Transportation (FDOT).

State of Florida

Minority Business Certification

Florida Transportation Engineering Inc

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

06/19/2017 to 06/19/2019

Erin Rock, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

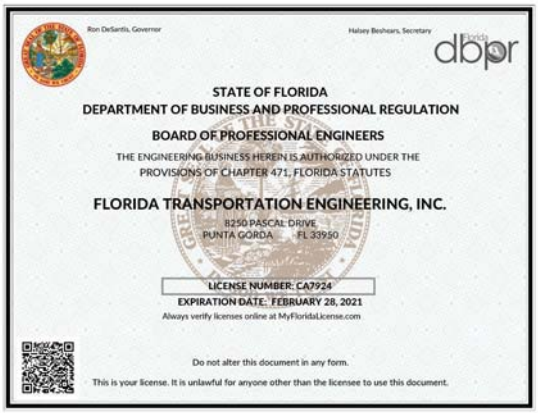
Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

B. Non-Certified

N.A.

XII. REQUIRED FORMS

FLORIDA TRANSPORTATION ENGINEERING (FTE)


Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FLORIDA TRANSPORTATION ENGINEERING, INC.
8250 PASCAL DRIVE
PUNTA GORDA FL 33950

LICENSE NUMBER: CA7924
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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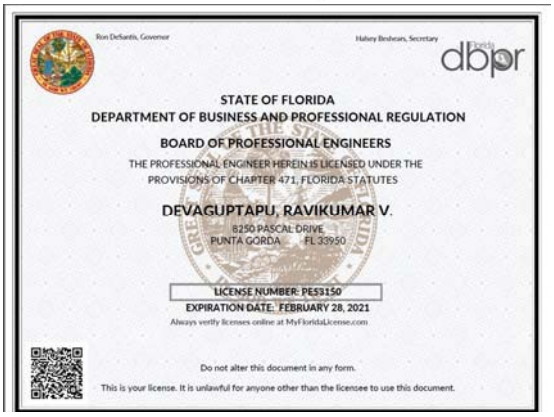
Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
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DEVAGUPTAPU, RAVIKUMAR V.
8250 PASCAL DRIVE
PUNTA GORDA FL 33950

LICENSE NUMBER: PE53150
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Halsey Beshears, Secretary
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BOARD OF PROFESSIONAL ENGINEERS
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NG, GARY
5529 LAKE LETA BLVD
TAMPA FL 33624

LICENSE NUMBER: PE58717
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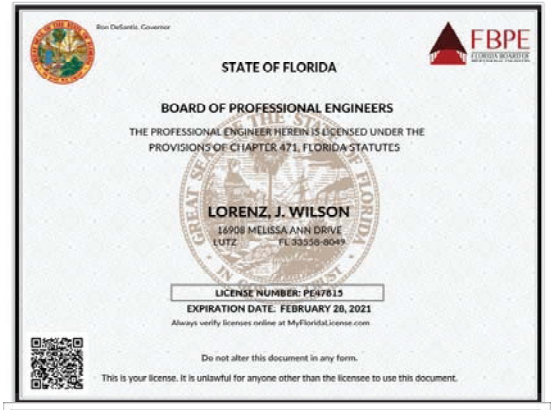
Ron DeSantis, Governor
FBPE

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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LORENZ, J. WILSON
16908 MELISSA ANN DRIVE
LUTZ FL 33558-8049

LICENSE NUMBER: PE47815
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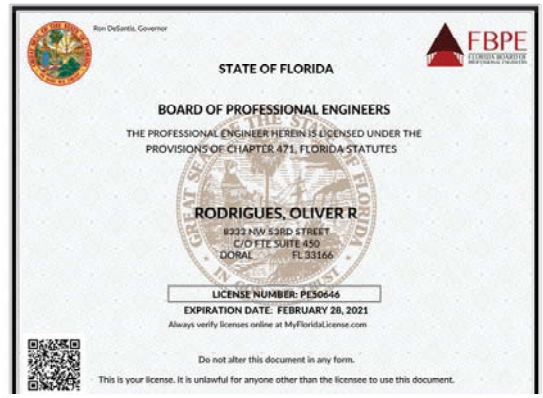
Ron DeSantis, Governor
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RODRIGUES, OLIVER R
8332 NW 53RD STREET
C/O TTE SUITE 450
DORAL FL 33166

LICENSE NUMBER: PE50646
EXPIRATION DATE: FEBRUARY 28, 2021
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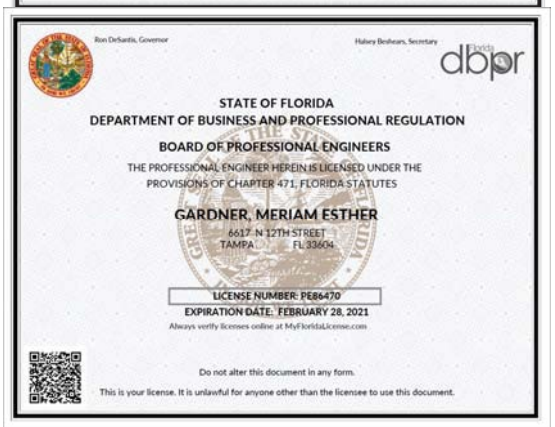
Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GARDNER, MERIAM ESTHER
6617 N 12TH STREET
TAMPA FL 33604

LICENSE NUMBER: PE86470
EXPIRATION DATE: FEBRUARY 28, 2021
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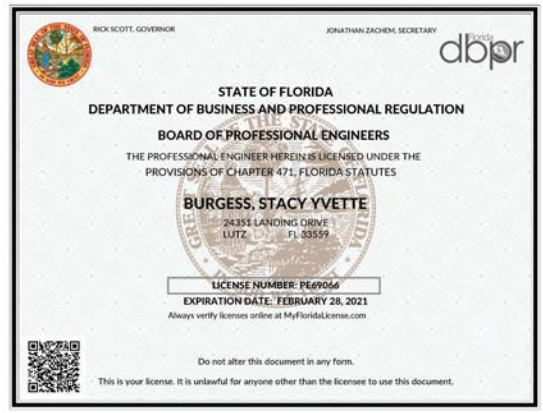
RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BURGESS, STACY YVETTE
24351 LANDING DRIVE
LUTZ FL 33559

LICENSE NUMBER: PE69066
EXPIRATION DATE: FEBRUARY 28, 2021
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2018 / 2019 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 3360
EXPIRES SEPTEMBER 30, 2019

TYPE OF BUSINESS 648 ENGINEERING SERVICES (ENGINEERING SERVICES)

RENEWAL

BUSINESS ADDRESS 8250 PASCAL DR
PUNTA GORDA, FL 00000

BUSINESS NAME FLORIDA TRANS ENGINEERING INC

OWNER DEVAGUPPAPU RAVIKUMAR V

MAILING ADDRESS 8250 PASCAL DRIVE SUITE 101
PUNTA GORDA, FL 33950

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/05/2018 Receipt # INT-00031820 35.00

2018 / 2019 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 3360
EXPIRES SEPTEMBER 30, 2019

TYPE OF BUSINESS 648 ENGINEERING SERVICES (ENGINEERING SERVICES)

RENEWAL

BUSINESS ADDRESS 8250 PASCAL DR
PUNTA GORDA, FL 00000

BUSINESS NAME FLORIDA TRANS ENGINEERING INC

OWNER DEVAGUPPAPU RAVIKUMAR V

MAILING ADDRESS 8250 PASCAL DRIVE SUITE 101
PUNTA GORDA, FL 33950

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

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Paid 07/05/2018 Receipt # INT-00031820 35.00

Dear Business Owner:

Your 2018 - 2019 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2018 - 2019 Local Business Tax Receipt is valid from October 01, 2018 through September 30, 2019 . Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 941-743-1350 .

VICKIE L. POTTS

Charlotte County Tax Collector

GIFFELS-WEBSTER ENGINEERS

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GIFFELS-WEBSTER ENGINEERS, INC.

900 PINE STREET
SUITE 225
ENGLEWOOD FL 34223

LICENSE NUMBER: CA3607
EXPIRATION DATE: FEBRUARY 28, 2021

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JONATHAN ZACHEM, SECRETARY

Florida dbpr

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CROYLE, DENNIS JAY

900 PINE ST
SUITE 225
ENGLEWOOD FL 34223

LICENSE NUMBER: PE82287
EXPIRATION DATE: FEBRUARY 28, 2021

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GIFFELS-WEBSTER ENGINEERS

2018 / 2019 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 2232
EXPIRES SEPTEMBER 30, 2019
RENEWAL

TYPE OF BUSINESS 648 ENGINEERING SERVICES (ENGINEERING SERVICES)

BUSINESS ADDRESS 900 PINE ST
ENGLEWOOD, FL 34223

BUSINESS NAME GIFFELS WEBSTER ENGINEERS INC

OWNER GIFFELS WEBSTER ENGINEERS INC

MAILING ADDRESS 900 PINE STREET UNIT 225
ENGLEWOOD, FL 34223

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/05/2018 Receipt # INT-00031780 35.00

2018 / 2019 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 2232
EXPIRES SEPTEMBER 30, 2019
RENEWAL

TYPE OF BUSINESS 648 ENGINEERING SERVICES (ENGINEERING SERVICES)

BUSINESS ADDRESS 900 PINE ST
ENGLEWOOD, FL 34223

BUSINESS NAME GIFFELS WEBSTER ENGINEERS INC

OWNER GIFFELS WEBSTER ENGINEERS INC

MAILING ADDRESS 900 PINE STREET UNIT 225
ENGLEWOOD, FL 34223

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

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VICKIE L. POTTS

Charlotte County Tax Collector

STRAYER SURVEYING & MAPPING, INC

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 30, 2019

STRAYER SURVEYING & MAPPING INC
742 SHAMROCK BLVD
VENICE, FL 34293

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6639

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6639**
Expiration Date: February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

STRAYER SURVEYING & MAPPING INC
742 SHAMROCK BLVD
VENICE, FL 34293

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 8, 2019

BERNARD GREGORY RIETH
1785 PALM DR
VENICE, FL 34293-2731

SUBJECT: Professional Surveyor and Mapper License # LS5228

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS5228

Professional Surveyor and Mapper
BERNARD GREGORY RIETH

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2021

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5228**
Expiration Date: February 28, 2021

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

BERNARD GREGORY RIETH
1785 PALM DR
VENICE, FL 34293-2731

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

2018-19 **SARASOTA COUNTY BUSINESS TAX RECEIPT** ACCOUNT NO. 360034007224

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

MACHINES ROOMS SEATS EMPLOYEES

BUSINESS TYPE
003801 PROFESSIONAL - LICENSED

BUSINESS ADDRESS 742 SHAMROCK BLVD
VENICE uninc, FL 34293

PAID-2064415.0001-0001 $18 08/22/2018 31.50

STRAYER SURVEYING & MAPPING INC
742 SHAMROCK BLVD
VENICE, FL 34293

ACTIVE

MUST BE DISPLAYED IN A CONSPICUOUS PLACE
VALID UNTIL 09/30/19

BARBARA FORD-COATES, TAX COLLECTOR
101 S. Washington Blvd. | Sarasota, FL 34236
941.861.5300, option 3 | Info@SarasotaTaxCollector.com
www.SarasotaTaxCollector.com

2018-19 **SARASOTA COUNTY BUSINESS TAX RECEIPT** ACCOUNT NO. 360034007224

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

MACHINES ROOMS SEATS EMPLOYEES

BUSINESS TYPE
003801 PROFESSIONAL - LICENSED

BUSINESS ADDRESS 742 SHAMROCK BLVD
VENICE uninc, FL 34293

PAID-2064415.0001-0001 $18 08/22/2018 31.50

STRAYER SURVEYING & MAPPING INC
742 SHAMROCK BLVD
VENICE, FL 34293

ACTIVE

MUST BE DISPLAYED IN A CONSPICUOUS PLACE
VALID UNTIL 09/30/19

BARBARA FORD-COATES, TAX COLLECTOR
101 S. Washington Blvd. | Sarasota, FL 34236
941.861.5300, option 3 | Info@SarasotaTaxCollector.com
www.SarasotaTaxCollector.com

INFORMATION ONLY. REMOVE OR FOLD BEHIND BEFORE POSTING RECEIPT

THIS RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND SARASOTA COUNTY ORDINANCE 91-084, AS AMENDED

The law required this receipt to be displayed conspicuously at the place of business so that it is open to the view of the public and available for inspection. Upon failure to do so, the business shall be subject to the payment of another full tax for the same business, profession or occupation.

Payment is due each year by September 30th. Payment after September 30th is delinquent and subject to a penalty of 10% for the month of October, plus an additional 5% penalty for each month thereafter. The total delinquency penalty shall not exceed 25% of the tax. A 25% penalty is imposed on any person engaged in any new business, occupation or profession without first paying a Sarasota County Business Tax.

This receipt is for a business tax only. It does not permit the person/business to violate any existing regulatory or zoning laws of the state, county or cities, nor does it exempt the business from licenses or permits that may be required by law. This receipt does not assure the quality of work.

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Business Taxes are subject to change according to law.

BANKS ENGINEERING

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BEI ENGINEERING GROUP, INC. D/B/A BANKS ENGINEERING
10511 SIX MILE CYPRESS PARKWAY
SUITE 101
FORT MYERS FL 33966

LICENSE NUMBER: CA6469
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

REBOL, CLAYTON W
155 SARAH ST.
PUNTA GORDA FL 33950

LICENSE NUMBER: PE70173
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Halsey Beshears, Secretary
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REBOL, TODD RAYMOND
124 CATAMARACA COURT
PUNTA GORDA FL 33983

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Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS4009
Expiration Date February 28, 2021

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

RICHARD MARK RITZ
10511 BEN C PRATT 6 MILE CYPRESS PKWY UNIT 101
FORT MYERS, FL 33966-

Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

December 14, 2018

BEI ENGINEERING GROUP INC
10511 SIX MILE CYPRESS PKWY STE 101
FORT MYERS, FL 33966

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6690

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

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If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

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Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB6690
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

BEI ENGINEERING GROUP INC
DBA: BANK ENGINEERING
10511 SIX MILE CYPRESS PKWY STE 101
FORT MYERS, FL 33966

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

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BANKS ENGINEERING

2018 / 2019 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 8071
EXPIRES SEPTEMBER 30, 2019

TYPE OF BUSINESS 648 ENGINEERING SERVICES (ENGINEERING SERVICES)

RENEWAL

BUSINESS ADDRESS 4161 TAMIAMI TRL
BLDG 5, UNIT 501
PORT CHARLOTTE, FL 33952

BUSINESS NAME BANKS ENGINEERING

OWNER TODD REBOL c/o BANKS ENGINEERING

MAILING ADDRESS 10511 SIX MILE CYPRESS PKW UNIT 101
FT MYERS, FL 33966-6511

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 08/13/2018 Receipt # 770-00004201 35.00

2018 / 2019 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 8071
EXPIRES SEPTEMBER 30, 2019

TYPE OF BUSINESS 648 ENGINEERING SERVICES (ENGINEERING SERVICES)

RENEWAL

BUSINESS ADDRESS 4161 TAMIAMI TRL
BLDG 5, UNIT 501
PORT CHARLOTTE, FL 33952

BUSINESS NAME BANKS ENGINEERING

OWNER TODD REBOL c/o BANKS ENGINEERING

MAILING ADDRESS 10511 SIX MILE CYPRESS PKW UNIT 101
FT MYERS, FL 33966-6511

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 08/13/2018 Receipt # 770-00004201 35.00

Dear Business Owner:

Your 2018 - 2019 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2018 - 2019 Local Business Tax Receipt is valid from October 01, 2018 through September 30, 2019. Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 941-743-1350.

VICKIE L. POTTS
Charlotte County Tax Collector

UNIVERSAL ENGINEERING SCIENCES

Ron DeSantis, Governor

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STATE OF FLORIDA

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WEAVER, LINDSEY NEAL

C/O UNIVERSAL ENGINEERING SCIE
5971 COUNTRY LAKE DRIVE
FORT MYERS FL 33905

LICENSE NUMBER: PE41790

EXPIRATION DATE: FEBRUARY 28, 2021

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UNIVERSAL ENGINEERING SCIENCES, INC.

3532 MAGGIE BOULEVARD
ORLANDO FL 328116697

LICENSE NUMBER: CA549

EXPIRATION DATE: FEBRUARY 28, 2021

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PATEL, GREENE & ASSOCIATES, INC

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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PATEL, GREENE, AND ASSOCIATES, P.L.L.C.

215 EAST MAIN STREET
BARTOW FL 33830

LICENSE NUMBER: CA29562
EXPIRATION DATE: FEBRUARY 28, 2021

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Halsey Beshears, Secretary

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BOARD OF PROFESSIONAL ENGINEERS

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FUNG, JOHNNY C.

12570 TELECOM DRIVE
TEMPLE TERRACE FL 33637

LICENSE NUMBER: PE64669
EXPIRATION DATE: FEBRUARY 28, 2021

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ECHO UTILITY ENGINEERING & SURVEY

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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COMELLAS, JERALDO JR
10132 VISTA POINTE DRIVE
TAMPA FL 33635

LICENSE NUMBER: PE45838
EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ECHO UES, INC.
16514 N DALE MABRY HIGHWAY
TAMPA FL 33618

LICENSE NUMBER: CA32066
EXPIRATION DATE: FEBRUARY 28, 2021

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Florida Department of Agriculture and Consumer Services
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Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 5, 2019

MICHAEL WILLIAM PATTERSON
10655 YUNKER DRIVE
LARGO, FL 33774

SUBJECT: Professional Surveyor and Mapper License # LS6560

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/pass to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

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Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS6560

Professional Surveyor and Mapper
MICHAEL WILLIAM PATTERSON

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2021

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6560**
Expiration Date February 28, 2021

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MICHAEL WILLIAM PATTERSON
10655 YUNKER DRIVE
LARGO, FL 33774

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

December 14, 2018

ECHO UES, INC.
16514 N DALE MABRY HWY
TAMPA, FL 33618-1325

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8184

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/pass to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

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Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8184**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

ECHO UES, INC.
16514 N DALE MABRY HWY
TAMPA, FL 33618-1325

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida
Department of State

I certify from the records of this office that ECHO UES, INC. is a corporation organized under the laws of the State of Florida, filed on January 6, 2017, effective January 6, 2017.

The document number of this corporation is P17000002696.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 29, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2019

Secretary of State

Tracking Number: 0002900222CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

“ENGINEERING FOR A WORLD IN MOTION”

WWW.FTEINC.NET

Charlotte County

Design Components - Intersection Improvements

DMK ASSOCIATES
ENGINEERS ▪ SURVEYORS

vhb®

CUMBEY & FAIR, INC.

LET LOMSKI
Engineering & Testing

RFP NO. 2019000279
March 19, 2019

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March 19, 2019

Kimberly Corbett, CPM, CPPB
Senior Division Manager – Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

RE: RFP No. 2019000279 ***Design Components – Intersection Improvements***

Dear Ms. Corbett:

DMK Associates, Inc. (DMK) is pleased to respond to this Request for Proposal, consisting of the design and permitting of various intersection improvements within Charlotte County. DMK has been a local consultant since 1982 with offices in Charlotte County and Venice. For nearly 40 years, DMK's professionals have shared one common goal: to make our clients successful. We combine creative yet practical solutions with a strong sense of urgency and a driven focus to create bottom line value for our clients.

In response to this RFP, we've taken the time to personally visit each site and have prepared preliminary layouts for each intersection. During this exercise, we quickly realized that each intersection has its own set of unique challenges, opportunities, and constraints. For that reason, we have assembled a qualified team of diverse professionals to meet the goals and objectives of Charlotte County.

Our team consists of **Vanasse Hangen Brustlin** (**VHB)**, **Cumbey & Fair, Inc.**, **Lomski Engineering and Testing (LET)**, and **F.R. Aleman (FRA)**. We feel that our team provides the combined local knowledge of Charlotte County with the resources of a larger consulting firm. This approach allows our team to best serve the County in a responsive, efficient, and cost-effective manner.

DMK will lead the survey, design, and permitting efforts; VHB will provide traffic engineering, signal, and environmental support; Cumbey & Fair will perform Subsurface Utility Exploration (SUE); LET will provide geotechnical support, and FRA will provide the traffic data necessary for the design.

Leading the team will be DMK's very own Mr. Robert Fakhri, P.E. Mr. Fakhri has over 34 years of experience working in transportation and roadway design and traffic operations and maintenance. He has served in both the private and public sector. Most recently, Mr. Fakhri served as the Traffic Engineering and Operations Division Manager at Sarasota County. His unique

background gives him the necessary insight to the obligations and responsibilities that the County has for the safety and wellbeing of its residents and users of the transportation network.

Thank you for considering our team for this much needed project and we look forward to continuing our successful relationship with Charlotte County.

Sincerely,
DMK ASSOCIATES, INC.

Karl W. Kokomoor, P.E.
President/CEO

I. Team Proposed for this Project

DMK has earned its reputation as a trusted civil engineering firm, having designed a wide variety of projects for a mix of public and private sector clients dating back to 1982. Our Venice office was opened in 2001 to better serve the specific needs of the community. The company moved its headquarters from Englewood to Venice in 2007 and is now located just off I-75, Exit 193.

Backed by a talented group of Professional Engineers and Land Surveyors, graduate engineers, technicians and administrative staff, our 20 seasoned LOCAL staff members (living in Sarasota, Manatee, and Charlotte Counties) bring extensive civil engineering expertise and staff capability to the clients we serve. We develop innovative planning, design and construction solutions throughout Southwest Florida.

Robert Fakhri, P.E. – Project Manager/Lead Designer
Mr. Fakhri has over 34 years of experience working in the private and public sectors with extensive experience in roadway transportation projects and civil engineering. Mr. Fakhri's experience includes PD&E Studies in accordance with FDOT and FHWA requirements, Project Management, transportation engineering design and construction. Mr. Fakhri has a proven record communicating effectively with the Board of County Commissioners, citizen groups, advisory committees, and developers on items related to transportation projects. Mr. Fakhri collaborated effectively with FDOT, FHWA, Metropolitan Planning Organizations (MPO), and internal/external stakeholders on several high-profile local PD&E studies and design projects.

Karl Kokomoor, P.E. – Principal in Charge
Mr. Kokomoor is President and CEO of DMK Associates, Inc. responsible for leadership and positioning of the firm.

He has worked in the engineering consulting industry for over 35 years during which time he has served both public and private clients from Jacksonville to Key West, Florida. He is a second generation native of Florida committed to sustainable growth through conscientious sustainable design practices.

Mr. Kokomoor has diverse experience in the area of Civil Engineering ranging from structural design of municipal public works to residential and commercial subdivision design and permitting.

Kreg Maheu, P.E. – Roadway Engineer
Mr. Maheu is DMK's Vice President of Engineering with 35 years of experience as a civil engineer covering multiple disciplines in both the public and private sector. He is further responsible for client contact and development of management methods.

He has been involved in all aspects of civil engineering including land development, stormwater systems, transportation, water distribution and transmission systems, wastewater collection and transmission systems, and planning projects as designer, project engineer and project manager. He has extensive experience with local, state and federal permitting applications processes. His experience also includes QA/QC, construction engineering & inspection and contract administration. He holds an Advanced MOT Training certification.

Raymond Steele – CAD Design
Mr. Steele is a Sr. CAD Designer responsible for creating construction documents for roadway, drainage and utility relocation projects for DMK. He has extensive experience in Computer Aided Drafting through the U.S. Army and the Arizona Department of Transportation.

His technical experience includes the design of stormwater management systems and roadways, developing horizontal and vertical alignments, roadway templates and roadway cross-section and earthwork volume reports. In addition, he has created special roadway, stormwater and structural detail documents. He is proficient in the use of roadway modeling programs such as Microstation and GeoPAK for the design and preparation of transportation and drainage related engineering projects.

Alexandra DeUnger, E.I.T – Design Engineer
Ms. DeUnger is an Engineer in Training, working with the professional engineers at DMK to assist in civil and environmental design solutions. She has experience working as a water resources engineer, designing stormwater drainage in MicroStation for US highways and interstates. She is skilled in drafting and designing drainage ditches, ponds, and pipe networks for roadways. Additionally, she supports Project Managers with drainage calculations, reports, scheduling, permitting, and client communication.

Mary Ann Lind, P.E. – Stormwater
Ms. Lind works primarily in the area of water resources engineering for DMK. She is responsible for the design and permitting of roadway stormwater collection systems, stormwater systems for projects such as large-scale subdivisions, site developments, rehabilitation of public schools, redesign of deficient residential stormwater systems and stormwater projects associated with public works projects.

Ms. Lind has extensive experience with day-to-day applications of ICPR hydraulic modeling software on a variety of projects, having completed seminars and workshops on the subject. She is proficient in the large-scale model update process associated with local municipalities.

Tim Roane, P.E. – Drainage
Mr. Roane's experience ranges from project management, stormwater design, utility design and general site/civil engineering to permitting and construction management.

Through his extensive knowledge of design aids, such as AutoCAD, ICPR, Modret, and WaterCAD he has designed and permitted a diverse background of projects ranging from

residential communities, golf courses, and parks to commercial shopping centers, light industrial sites and high-rise office developments.

Warren McLeod, P.S.M. – Survey Manager
Mr. McLeod is a Principal and Senior Vice President of DMK Associates, Inc. He oversees surveying's field and office operations, contract finances and project approach.

He is a licensed Professional Surveyor and Mapper and has over 31 years' experience in Southwest Florida. His expertise involves considerable public sector projects as well as significant private sector projects including sidewalks, roadway expansions, residential projects, school facilities, parks, utility distribution main extensions, fire stations, industrial sites, retail centers, marinas, golf courses and rezoning.

Bob Stanley, P.E. – Utilities
At DMK Mr. Stanley is responsible for utilities projects. He has 39 years' experience in the management, design and support of process facilities, utilities piping, and specialty equipment.

Larry Allen – Construction Inspection
Mr. Allen provides constructability review of plans, inspection services, and provides status reports to Project Managers. He has over 38 years of experience covering construction engineering and inspection and project management. He has been involved in all aspects of civil engineering including water distribution and transmission systems, wastewater collection and transmission systems stormwater systems, transportation and land development.

Tanase Bude – Construction Engineering
Mr. Bude has 40 years' experience in the civil engineering field, seven of which he served as a Permitting Engineer for SWFWMD. In that capacity he reviewed, analyzed and evaluated permit issuance and District Rules Compliance. Mr. Bude will assist the DMK Team with CEI services as resident project representative for permit and contract document compliance.

Subconsultants

VHB is a multidisciplinary full-service engineering, planning, environmental, landscape architecture, and survey firm serving public- and private-sector clients throughout the country. VHB's engineers, scientists, planners, designers, environmental scientists, GIS and technology professionals provide a wide range of services, including environmental review, permitting and restoration, and transportation planning, engineering and design.

Cumbey & Fair, Inc. (C&F) is an FDOT Certified full-service Professional Engineering, Survey and Subsurface Utility firm. C&F has provided superior professional services for over 44 years (since 1975) in the Tampa Bay Regional Partnership Area. Their design capabilities include major & minor roadway, traffic engineering (signals/lighting/signing & marking), traffic operations, multi-model facilities, drainage, storm drain, potable water distribution, reclaimed water distribution, sanitary sewer collection, lift station/rehabilitation, natural gas,

telecommunications, utility coordination, master planning, permitting, transit, railroad crossings, sub-aqueous crossings, SUE, survey, site development, parks & recreation design, boardwalks, construction management, bid-ability, contract specifications, etc. C&F also has significant experience with other regional clients including SWFWMD, EPC, ACOE, FL TRNPK, EPA, FDEP and CXS.

Lomski Engineering & Testing (LET) is an FDOT DBE professional services firm, employing a broad range of talented engineers, technicians, and support personnel. LET will provide the soils and material testing as needed for this project. They will provide the necessary design information for the project and will be responsible for testing during construction. LET has been providing soils and material testing services in Sarasota County and throughout southwest Florida since 2009.

F.R. Aleman and Associates, Inc. (FRA) joins **DMK** to provide traffic counts necessary for this project. FRA was established in 1987 and has become a well-respected, technology driven, consulting engineering and surveying firm, dedicated to providing professional services and solutions to our clients. FRA is certified as a Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) with the State of Florida. The firm's expertise spans the areas of surveying and mapping; subsurface utility engineering (SUE); utility coordination; roadway design; traffic engineering/operations studies and design; intelligent transportation systems (ITS) analysis design and implementation; project development and environmental studies; construction engineering and inspection; and planning. Headquartered in Miami, FRA has offices across the State of Florida, with nearly 70 professionals.

II. Proposed Management Plan

A. Team Organization

The proposed DMK Team is very well qualified to provide all tasks necessary to produce construction ready plans for new turn lanes at the various intersections in Charlotte County. The outline of a management and work plan is shown below in conjunction with the project schedule shown on Tab V. **The management work plan components include tasks, deliverables, work breakdown structure, schedule, personnel, and communication.** DMK recognizes that communication is one of the most important aspects of successful project management. We have provided an **organizational chart** on the following page that shows the lines of responsibility and communication among Charlotte County, DMK personnel, and our subconsultant firms.

1. <u>Design Phase</u>

After the notice to proceed and the kickoff meeting, the project manager will schedule the data collection task that will consist of existing site data including as-built plans from the county, signal timing, design surveys, traffic counts, and geotechnical data related to the pavement widening. **Deliverables:** Traffic Data

Once Traffic Data has been submitted to the county for approval, the Traffic Study will commence along with the design year traffic forecast, growth factors, and methodology for intersection operations. The DMK Team will then start coordination with the utility owners and other stakeholders. **Deliverables:** Traffic Sudy Report

As soon as the county reviews and approves the Traffic Study Report, the DMK team will prepare the Intersection Alternatives report, and the Access Management Study. The Intersection Alternatives Report is to include an evaluation matrix, and the Access Management Study will cover a preliminary cost estimate fr each alternative. **Deliverables:** Intersection Alternatives Report and Access Management Study

Charlotte County and the DMK Team will select the prefered alternative for each intersection. After selection, the DMK Team will move forward with the design and plans production phase. In this phase, geotechnical data will be collected for the new mast arm locations. There will be close coordination with all stakeholders to address additional right of way needs, where necessary. With the 60% plans, an initial cost estimate will be prepared. **Deliverables:** 60% Plans and SWFWMD Permit Submittal

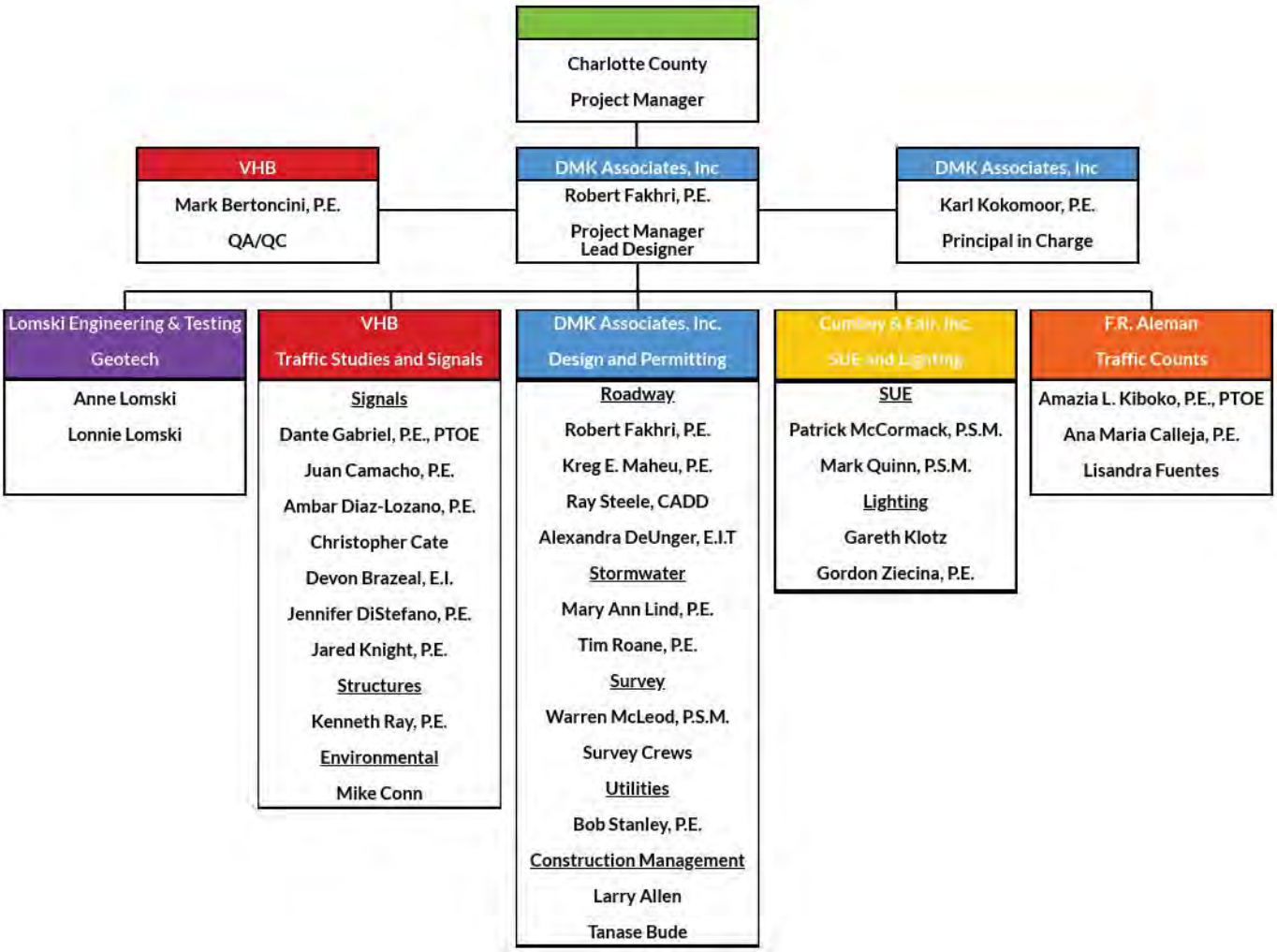
Once the county reviews the 60% plans and provides comments to the DMK Team, the DMK Team will prepare the 90% plans. The 90 % plans will include a draft specification package consisting of quantities, and an estimate of construction costs. At this time, right of way sketches will be prepared for review as well. **Deliverables:** 90% Plans and Right of Way Sketches Draft.

After the county reviews and provides comments on the 90% plans and Right of Way Sketches, the DMK Team will prepare the 100% plans. The 100% plans will consist of a revised final draft of the specification package that includes quantities and an estimate of construction costs. The

Right of Way Sketches will be finlaized. **Deliverables:** 100% Plans and Right of Way Sketches Final Draft. Following the submittal of the 100 % plans and the Final Draft of the Right of Way Sketches, the DMK Team will prepare the bid documents to submit to the county. The final bid package will include plans and specifications. **Deliverables:** Final Bid Package. The DMK Team will assist Charlotte County during the bidding phase and will respond to bidder's questions. When necessary, the DMK team will prepare addendums for the county to review.

2. **Construction phase**

The DMK Team will provide post design services including the review of shop drawings, preparation of the As-Built plans and overall construction management support. The DMK Team is well qualified to support the county with construction management and engineering inspection as well. **Deliverables:** Final As-Built Plans



VHB: Traffic Engineering and Signals.
Cumbey & Fair, Inc.: Subsurface Utility Engineering (SUE) and Street Lighting
Lomski Engineering & Testing: Geotechnical Engineering
F.R. Aleman: Traffic Counts

III. Previous Experience of Team Proposed for this Project

The key personnel and firms that comprise the DMK team have been assembled for this specific project based not only on their technical expertise but also on their previous experience working together on several projects throughout the region. The projects listed below highlight our team's experience on projects involving Intersection Improvements, Advanced Traffic Management System (ATMS), stormwater, and environmental permitting.

	Robert Fakhri, P.E.	Kreg E. Maheu, P.E.	Ray Steele, CADD	Mary Ann Lind, P.E.	Bob Stanley, P.E.	LET	VHB	Cumbey & Fair, Inc.	F.R. Aleman
Bee Ridge Road Widening	x	x	x	x					
Winchester/SR 776 Intersection		x	x	x	x	x			
Lyons Bay Dredge		x	x				x		
ATMS Phase IV Design Build	x						x	x	
ATMS Phase V	x						x		
Tuttle Avenue Turn Lane	x						x		
Webber Street and Beneva Road Signal	x						x		
Traffic Data Collection: Toledo Blade Blvd								x	x
Traffic Data Collection: E. and W. Price Blvd								x	x

Bee Ridge Road Improvement (I-75 to Lorraine Road) - Sarasota County

DMK's team member Robert Fakhri was the county's project manager for the design and permitting of a 2.5-mile $22 million major arterial roadway from a two-lane undivided to a four-lane divided roadway. The improvements included closed drainage, water and sewer lines, four roundabouts, LID stormwater design, LED street lights, a signalized intersection and CCTV cameras connected to the Regional Traffic Management System (RTMS). Conducted three public information workshops. **DMK's team members** Mary Ann Lind, P.E. and Kreg E. Maheu, P.E., were on the consultant's team providing services for stormwater design, permitting and post design services.

Winchester/776 Intersection

DMK designed and permitted the addition of a right turn lane to the westbound SR 776 at Winchester Boulevard. Services included signalization and mast arm design, design of turn lane, pavement marking and striping, permit modifications. Drainage improvements included modifying the existing pond located at the northeast corner of Winchester Blvd. and SR 776 and a new stormwater system to accommodate the additional pavement from the construction of the 340 LF of turn lane. SWFWMD permitting and FDOT approval was required for the intersection improvements. **LET** provided the geotechnical services for this project.

Lyons Bay Dredge

DMK was selected by the West Coast Inland Navigation District (WCIND) to promote designs & permitting for improvements to Lyons Bay, between Albee Rd and the intercoastal waterway. As part of the project's tasks DMK conducted a bathymetric survey at approximately 5900 LF of existing channel using single beam echo sounds. DMK used the acquired bathymetric survey to prepare construction plans for dredging the channel to a depth of -5 feet below MLLW. The plans included best management practices for erosion and sediment control; horizontal alignment control; proposed cross-sections and volume computations. DMK provided permitting assistance and construction phase assistance as required by WCIND. DMK worked closely with Mike Conn from **VHB**; VHB completed the benthic resources survey.

Advanced Traffic Management System (ATMS) Phase IV Design-Build – Sarasota County

This was an over $8 million Design-Build LAP project to upgrade 70 intersections and signals to the Advanced Traffic Management System (ATMS). Improvements included fiber installation, upgrade to Naztec NEMA TS-2 Type II traffic controllers and cabinet, CCTV cameras, connection to the Regional Traffic Management Center in Manatee County, and ADA improvements at each intersection. **DMK's team member Robert Fakhri** was the county's project manager, and secured FDOT approval for Sarasota County to become LAP Certified for design-build projects. **VHB** prepared the design-build criteria and the Request for Proposals (RFP) document including 30% plans and provided design reviews and post design services. **Cumbey & Fair, Inc.** performed CEI services to oversee the contractor's design-Build team.

Advanced Traffic Management System (ATMS) Phase V - Sarasota County

Sarasota County deployed a countywide Advanced Traffic Management System (ATMS) including new traffic signal cabinets and controllers, fiber optic Gigabit Ethernet (Gig-E) communication infrastructure, CCTV, Central ATMS software, and Central ATMS hardware. **DMK's team member Robert Fakhri** was the county's project owner and reviewer of the scope of services and plans with continued involvement throughout the project. **VHB** prepared the design plans and provided post design services including the conversion of 26 LMD traffic signal controllers and cabinets. They further provided the installation of 27 CCTV cameras, utility coordination, structural design and integration services into the Regional Traffic Management Center (RTMC) located in Manatee County.

County-Wide Signal Retiming Project – Sarasota County

Over $1 million project for the retiming of 134 county wide-signals on the county network. The project included signal and signal system before and after assessment, system analysis, timing development and fine tuning, and develop strategies and timing for Diversion/Evacuation rout scenarios. **DMK's team member Robert Fakhri** was the county's project Director and **VHB** involved in scope of services preparation.

Various Intersection and Lighting Improvements - Sarasota County

DMK's team member Robert Fakhri was the county's project owner and reviewer of the scope of services and plans with continued involvement throughout the design process. **VHB** services for this contract included the design for four separate projects at various locations in Sarasota County. The design included pavement widening for a left turn lane, mast arm replacements, new roadway LED street lights, milling and resurfacing, ditch grading, and signing and pavement markings.

The four locations are:

1 - Webber Street @ Beneva Road: Replace four mast arms

2 - Ashton Road @ Swift Road: Replace the NW quadrant mast arm

3 - Siesta Drive: Replace existing HPS light poles and fixtures with LED fixtures to meet current lighting criteria between US 41 and School Avenue

4 -Tuttle Avenue @ Windmill Blvd: Add a turn lane on Tuttle Avenue to correct northbound alignment deficiency

IV. Location of Working Office

A. DMK first opened its doors to Charlotte County in 1982 with our first office in Englewood. DMK's Venice office was opened in 2001 to better serve the specific needs of the community. The company moved its headquarters from Englewood to Venice in 2007 and is now located just off I-75, Exit 193.

B. **Principal Office Location:**
421 Commercial Court, Suite C-D
Venice, FL 34292

Surveying Office Location:
4315 S. Access Road
Englewood, FL 34224

C. More than 50% of DMK's employees live in Charlotte and Sarasota Counties.

D. Lomski Engineering & Testing
17210 Toledo Blade Blvd
Port Charlotte, FL 33954

VHB
301 North Cattlemen Road, Suite 105
Sarasota, Florida 34232

V. Project Control

A. Schedule

1. What techniques are planned to assure that project schedule will be met?

The DMK Team has developed a 13-month schedule for the project, as shown on the next page. The project critical path has been identified in red. The DMK Team stands ready to work with Charlotte County to develop an alternative schedule to meet the County's desired timeline.

The DMK Team approach to control and maintain the schedule for the intersection improvements project is to have Robert Fakhri, P.E. the project manager and lead designer to be the single point of contact.

The DMK Team approach and sincere commitment to maintaining this schedule will include a daily huddle with DMK staff and implementation of regularly scheduled project status meetings between the project manager and other team members. Charlotte County representatives will be invited to attend these meetings, in person or by phone, to ensure complete compliance with the project schedule.

Each design team will utilize other team members for periodic peer reviews and QA/QC. This will serve to provide an independent level of quality control within the team structure and provide another assurance of adherence to the overall project schedule.

2. Who will be responsible to assure that the schedule will be met?

Mr. Fakhri has a proven record of keeping schedules on high profile projects and will be responsible for the day to day task of making sure that the schedule is met.

As an example, Mr. Fakhri was the project manager and the lead designer and the single point of contact with Sarasota County for the final design and post design services for Fruitville Road. Fruitville Road is classified as a major arterial roadway and the project limits were from the intersection of Fruitville and Verna Roads and ending 4.5 miles to the west. The County requested an extremely aggressive and accelerated schedule to meet deadlines. The bid plans and specifications were submitted in a **record 80 days after the notice to proceed.** The scope included roadway design, stormwater, permitting, surveying, geotechnical, environmental, a public workshop, and the preparation of several parcel sketches. The project objective was to reconstruct the existing 10 ft travel lanes to 12 ft undivided lanes with 4 ft. paved shoulders. Due to limited right-of-way on the south side, the direction given was to hold the edge of pavement on the south side and widen only to the north. Design challenges included

a shift to the profile grade line and impacts to steep ditches, wildlife crossings, and box culverts.

B. Permits

1. What control techniques are planned?

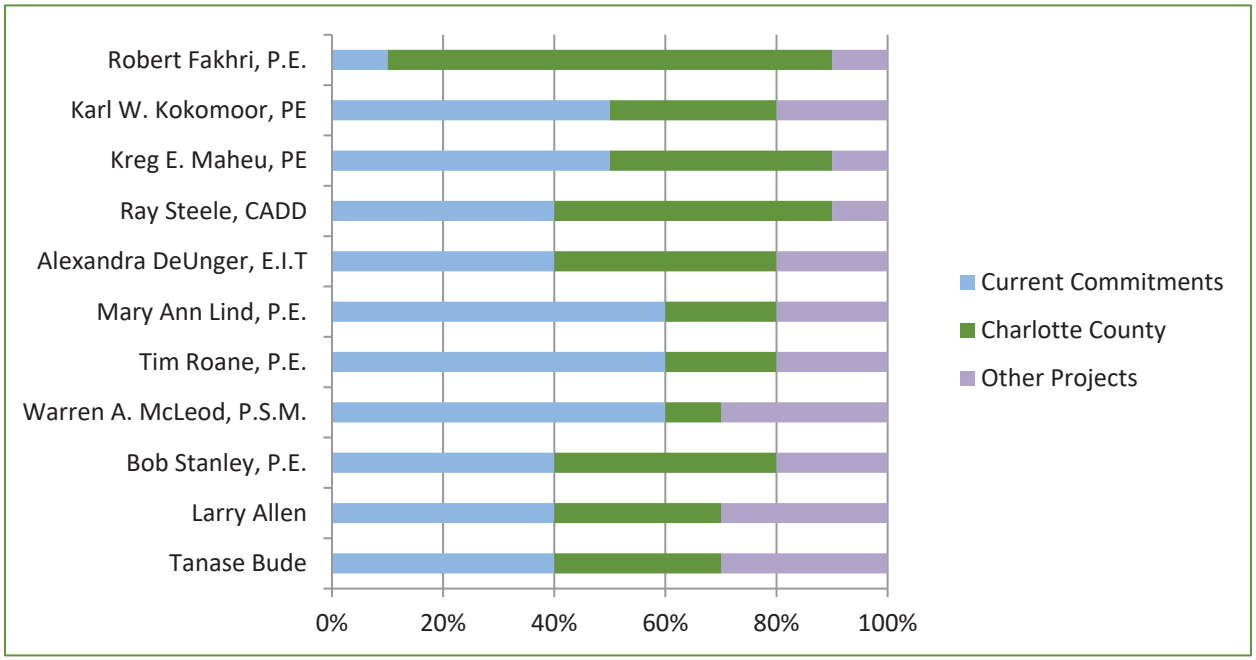
A pre-application meeting will be scheduled with SWFWMD, Charlotte County Utilities (CCU) and FDOT. The layout of the proposed improvements will be shared with the agencies and potential impacts to stormwater, environment and utilities will be discussed.

The DMK Team will pull up all permits approved by SWFWMD in the vicinity of the project and will prepare a permit modification or exemption to secure the project permits. DMK Team will appeal to SWFMD that the proposed lane additions are exempt from any permitting requirements based upon current rules. Based on the outcome of the pre-application meeting the DMK Team will prepare the permit plans and submit the application. A follow up meeting will be scheduled to secure the permit.

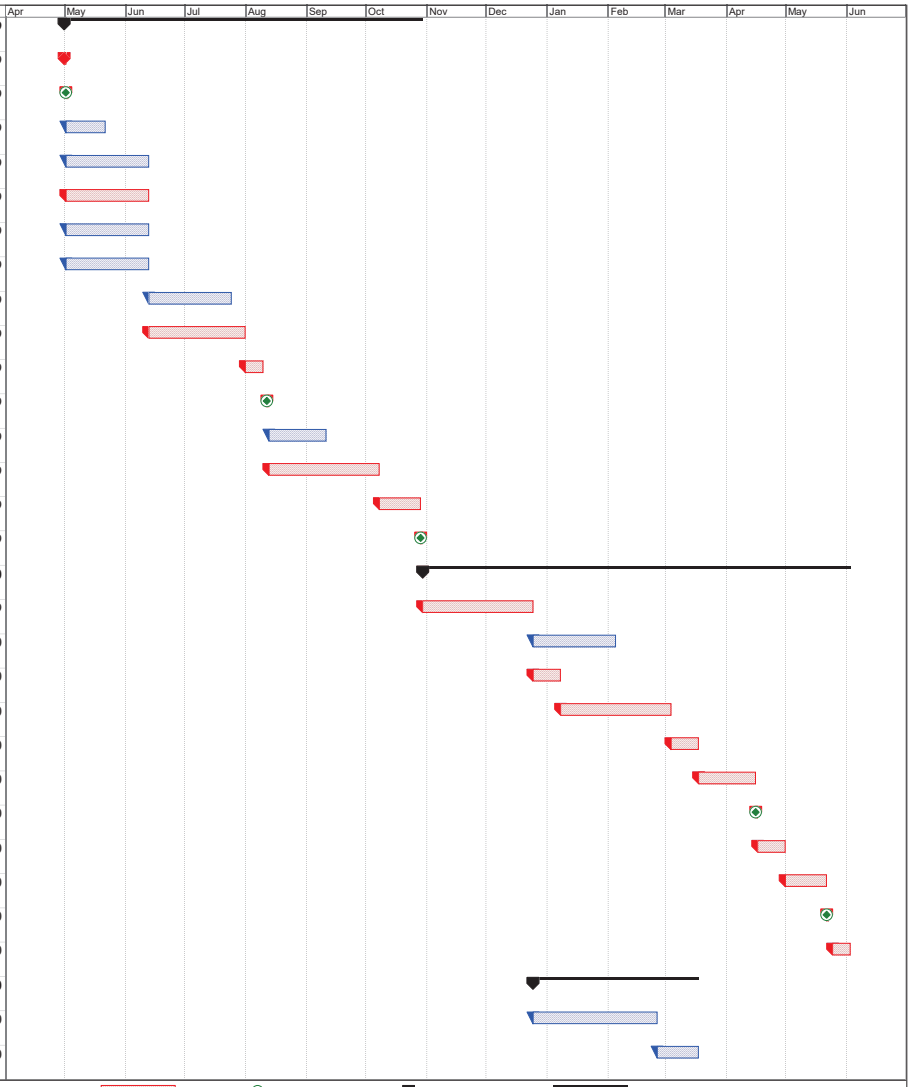
2. Who will be responsible for permit optimization?

Robert Fakhri, P.E. is the project manager and the lead designer will be responsible for permit optimization. Mr. Fakhri will attend all meetings with the agencies and will be responsible for the timely follow up.

C. Recent, current and projected workload.



ID	Task Name	Duration	Start	Finish
1	**PRODUCTION DURATION**	**130 days**	**Wed 5/1/19**	**Tue 10/29/19**
2	Notice to Proceed	1 day	Wed 5/1/19	Wed 5/1/19
3	Project Kick-off Meeting	1 day	Thu 5/2/19	Thu 5/2/19
4	Collect Existing Site Data	14 days	Thu 5/2/19	Tue 5/21/19
5	Design Data Surveys	30 days	Thu 5/2/19	Wed 6/12/19
6	Traffic Data Collection	30 days	Thu 5/2/19	Wed 6/12/19
7	Geotechnical Data Collection	30 days	Thu 5/2/19	Wed 6/12/19
8	Design Criteria Established	30 days	Thu 5/2/19	Wed 6/12/19
9	Utility Coordination	30 days	Thu 6/13/19	Wed 7/24/19
10	Prepare Traffic Study	35 days	Thu 6/13/19	Wed 7/31/19
11	County Reviews Traffic Study	7 days	Thu 8/1/19	Fri 8/9/19
12	County Approves Traffic Study	1 day	Mon 8/12/19	Mon 8/12/19
13	Access Management Study	21 days	Tue 8/13/19	Tue 9/10/19
14	Prepare Intersection Alternatives	40 days	Tue 8/13/19	Mon 10/7/19
15	County Reviews Intersection Alternatives	15 days	Tue 10/8/19	Mon 10/28/19
16	County Approves Intersection Alternatives	1 day	Tue 10/29/19	Tue 10/29/19
17	**DESIGN PLAN PRODUCTION**	**155 days**	**Wed 10/30/19**	**Tue 6/2/20**
18	Prepare 60% Plans	40 days	Wed 10/30/19	Tue 12/24/19
19	Permit Agency Review	30 days	Wed 12/25/19	Tue 2/4/20
20	County Review	10 days	Wed 12/25/19	Tue 1/7/20
21	Prepare 90% Plans	40 days	Wed 1/8/20	Tue 3/3/20
22	County Review	10 days	Wed 3/4/20	Tue 3/17/20
23	Prepare 100% Plans & Specs.	21 days	Wed 3/18/20	Wed 4/15/20
24	Submit 100% Plans & Specs.	1 day	Thu 4/16/20	Thu 4/16/20
25	County Review	10 days	Fri 4/17/20	Thu 4/30/20
26	Prepare Final Bid Documents	15 days	Fri 5/1/20	Thu 5/21/20
27	Submit Final Bid Documents	1 day	Fri 5/22/20	Fri 5/22/20
28	County Approval of Bid Documents	7 days	Mon 5/25/20	Tue 6/2/20
29	**RIGHT OF WAY PROCESS**	**60 days**	**Wed 12/25/19**	**Tue 3/17/20**
30	Prepare R/W Sketches	45 days	Wed 12/25/19	Tue 2/25/20
31	County Approve R/W Sketches	15 days	Wed 2/26/20	Tue 3/17/20



DMK Associates, Inc.
Project: Charlotte County Turn Lanes
Date: 03/19/19

Task Point | Task | Critical Point | Critical Task | Milestone | Summary Point | Summary Bar

VI. Design Approach

A. Describe proposed design philosophy

The DMK Team design philosophy is to develop and deliver on schedule and on budget design plans, permits, post design and construction management services that will address the following:

Traffic and Access Management Studies

An access management study and plan will be developed for each intersection. The plan will consider the driveways connecting to the main roadway, locations of full median openings and a strategy for sharing all information with the public.

The DMK Team will conduct intersection traffic studies to determine the appropriate turn lane lengths at each respective improvement. Turn lane lengths consist of three major components; two of which are based on design speed. The design speed determines the Clearance Distance (L1) and Deceleration Distance (L). The third component, Queue Length, is based on traffic volumes and type of intersection control.

For unsignalized intersections, the DMK Team will provide a minimum 50 ft. queue lengths for all right turn lanes and 100 ft. queue lengths for all left-turn improvements consistent with the FDOT Design Manual Chapter 212 for urban context classifications.

For signalized intersections, determining the turn lane queue lengths will require traffic studies which will include the following tasks:

- Traffic Counts—The DMK Team will collect 4-hour vehicle turning movement counts (7:00-9:00 a.m. & 4:00-6:00 p.m.) which will also track separately the number of heavy vehicles (i.e., trucks & buses), pedestrians and bicyclists. Turning movement counts will be collected using Miovision cameras which provide improved processing speed, reliability and accuracy of data. The team will also use available traffic count data base reported by Charlotte County and FDOT to determine Annual Average Daily Traffic (AADT) volumes on the intersection approaches.
- Design Year Traffic Forecasts—A Trends Analysis based on linear regression equations will be performed using historical traffic counts from previous years traffic counts to obtain an annual growth rate factor that will be applied to obtain design year traffic volume estimates. DMK Team members will work to develop model generated traffic forecasts using the FDOT District 1 Districtwide Regional Planning Model version 1.0.6. An annual growth rate factor will be calculated at each intersection and will be applied to obtain design year traffic volume estimates. The DMK Team will evaluate the linear regression and model generated growth rates and apply engineering judgment to select which growth rate to use or if a combined average growth rate is appropriate to use.
- Intersection Operations Analysis—Using the design year traffic projections, the DMK Team will perform a SYNCHRO analysis of each intersection to ascertain that each proposed turn lane improvement will generate positive benefits and an understanding of return on investment. Performance measures such as average delay, level of service,

volume/capacity ratio, and queue lengths will be obtained from the SYNCHRO analysis. The DMK Team will confirm that the recommended queue lengths from SYNCHRO can physically fit within existing constraints such as right-of-way, utilities, adjacent median opening or driveways, and other barriers.

Drainage and Permitting

The stormwater design for proposed improvements will mainly consist of modifying existing drainage infrastructure and conveyance systems including inlets, flumes, drainage pipes, and stormwater treatment and attenuation areas. The DMK Team will secure required permits or permit modifications from SWFWMD for each intersection. Based on prior experience with this process, DMK technical staff will appeal to the District that the proposed lane additions may be exempt from any permitting requirements based upon current rules.

Environmental Permitting

Environmental issues related to the intersections may include wetlands and wildlife. A wetland delineation and assessment and wildlife survey will be conducted. This information will be utilized, and efforts will be made to minimize wildlife and wetland impacts. As each intersection project moves through permitting, wetland impacts will be quantified, and an appropriate mitigation plans developed to offset impacts.

The wildlife survey of the proposed intersections and adjacent habitat will determine whether any state or federally listed species utilize the proposed road alignment. Potential habitat exists for the gopher tortoise (Gopherus Polyphemus) among the possibility of others.

Utilities

The DMK Team will begin utility coordination efforts by developing a clear understanding of existing utility infrastructure and how it may be affected by the design. Several utilities exist at each intersection and early discussion and coordination with utilities will be critical in minimizing and mitigating possible impacts. We will serve as a resourceful liaison between Charlotte County and the respective utility owners to clearly identify and communicate the design needs of this project. Utility owners will include: Charlotte County Utilities, Florida Power and Light, Charlotte County Public Works, Verizon, CenturyLink, TECO Gas, and Comcast.

Some conflicts with existing utilities are inevitable. However, the DMK Team will find ways to minimize such conflicts, as we understand that utility relocation is costly. We will begin by accurately locating the existing facilities with ground penetrating radar and soft-dig systems. Then, coordinating all known utilities with mast arm relocations, drainage and lane widening needs. Steps will be taken to avoid utility relocations, where practical.

Street Lighting

There is existing street lighting along Veterans Boulevard. Right turn lane widening will impact a total of six poles such that they will have to be relocated. The DMK Team will examine the fixture photometrics and suggest modifications to the fixtures if needed.

Maintenance of Traffic

We propose to prepare Temporary Traffic Control Plans and hold the contractor responsible for following Charlotte County Maintenance of Traffic (MOT) Policy effective as of September 24, 2018. The purpose of this policy is to provide instructions to the contractor to assure that all work performed in the County's right-of-way are in accordance with FDOT Design Standards.

During construction access to all driveways will be maintained, and DMK will utilize the County's standards, the Manual of Uniform Traffic Control Devices (MUTCD), and FDOT Standard Indices when preparing the Temporary Traffic Control Plans (TTCP) and Lane Closure Analysis. In general Traffic control plans for the proposed improvements can be accomplished in several phases.

At the signalized intersections the DMK Team will work with public works staff to adjust signal timings to accommodate lane closures and construction activities.

Right-of-Way

As a portion of our response to this request for a proposal, we have taken the initiative to create an optional layout for each intersection. This has been endeavored to develop an understanding of the potential need for additional right-of-Way or easements which we believe will exist at five and possibly six intersections. The DMK Team will make every design effort to reduce or eliminate the need for any additional right of way based upon design requirements. DMK will more accurately identify the needs at the 60% plans submittal phase and work with the County to prepare and finalize the sketches as design progress. This will give the County an early start for the acquisition process. The DMK Team will provide right-of-way acquisition support and expert witness testimony during eminent domain proceedings

Intersection Alternatives Report

The DMK Team will follow the FDOT and Charlotte County design standards and specifications to investigate several design layout alternatives for each intersection. The findings will be tabulated in an evaluation matrix to include impacts to signal mast arm and equipment, signal timing and operation, right-of-way, environmental, stormwater, access management, temporary traffic control and the associated costs. An intersection alternatives report will be prepared to include all the alternatives. The DMK Team will work with the County to select a preferred configuration for each intersection before proceeding forward with final design.

B. What problems do you anticipate and how do you propose to solve them?

Five of the eleven intersections initially listed by Charlotte County and designated for turn lane improvements are currently signalized. The remaining six are not signalized. The following analysis and design approach are discussed below for all the intersections and are based on field observations conducted over the last month.

We have taken the initiative to create a layout for each intersection to better showcase the challenges related to each intersection elements and to address possible mitigation and resolution concepts. Additional alternative layouts are also shown and would anticipate enhancements of these and other alternates when preparing the intersection alternatives report. **Figures are provided for visual reference at the back of this section**.

1. **Cochran Boulevard @ Quesada Avenue**
   Northbound Right turn on Quesada Avenue
   Refer to Figure No. 1.

Cochran Boulevard is designated as a minor arterial with a posted speed limit of 40 mph. Quesada Avenue is a local road with a posted speed limit of 35 mph. The proposed improvement involves adding a right- turn lane on westbound Quesada Avenue approaching the Cochran Boulevard intersection. The intersection features dual arm mast arm poles placed at the northeast and southwest corners with individual pedestrian signal poles adjacent to each curb ramp. Vehicle detection is provided using video cameras. The proposed westbound right turn lane has the potential to impact the existing dual arm pole and two pedestrian signal poles at the northeast corner. The traffic signal controller assembly is also located at the northeast corner. The DMK Team will perform value engineering design of the right turn lane (i.e., reduce lane width and turn radius) as shown on **Fig. No. 1** to avoid impacting the existing signal equipment. Minor adjustments to existing pedestrian poles, ramps, conduits and pull boxes may need to be made to accommodate the proposed right turn lane design, however, we believe that the mast arm pole will be maintained. Reducing the proposed turn lane width and turn radius, while providing needed vehicle capacity, will protect pedestrian safety with slower turning speed and narrower crosswalk exposure distance. From the DMK traffic study, the DMK Team will also evaluate if a westbound right-turn overlap phase with the southbound left-turn phase is beneficial to improve capacity. Pedestrian clearance times will be calculated due to the increase in crosswalk widths with the right turn lane addition.

The existing stormwater system will be impacted. SWFWMD may require a permit modification to the Cochran Avenue permit dated June of 2005.

2. **Murdock Circle @ Charlotte County Public Schools Admin**
   Westbound Left turn lane on Murdock Circle.
   Refer to Figure No. 2

Murdock Circle is designated as a Major collector with a posted speed limit of 40 mph and 12 ft travel lanes. The widening for the left turn lane will be into the existing median. Typically, the left turn lane should be same as the travel lane however 11 ft lanes are allowable for Major collectors and is proposed to reduce costs. The new left turn lane does not appear to impact the existing stormwater system. Fiber Optic markers were observed on site.

3. **Murdock Circle @ US Highway 41**
   Eastbound Right turn lane extension on Murdock Circle
   Alternative No. 1 - Refer to Figure No. 3A

Murdock Circle is designated as a Major collector with a posted speed limit of 40 mph and 12 ft travel lanes. The proposed improvement involves extending the existing right turn lane length on eastbound Murdock Circle approaching US Highway 41. There are no anticipated impacts to the existing traffic signal equipment from the proposed turn lane extension. From the traffic study, the DMK Team will determine how long the right-turn lane must be extended to provide adequate storage and deceleration distance. The turn lane extension may potentially impact an existing driveway and median opening on Murdock Circle located approximately 300 ft from the intersection stop bar.

An 11 ft lane width extension is shown on Figure 3A designed to minimize impacts to stormwater and reduce costs. The extension of the right turn lane will slightly impact the roadside swale. It is anticipated that the capacity of the remaining swale will be able to accommodate the added right turn lane. A FDOT drainage connection exemption/permit may be required as the runoff from the County building east of U.S. 41 drains to FDOT R/W.

The existing street lights will be outside the clear zone. Watermain and fiber optic markers were observed.

Refer to the next section "C. Describe site-specific Alternative" and Figure No. 3B for additional alternatives.

4. <u>Peachland Boulevard @ Harbor Boulevard</u>
<u>Left turn lanes on all approaches</u>
<u>Alternative No. 1 - Refer to Figure No. 4</u>

Peachland Boulevard is a major collector with a posted speed limit of 35 mph and 10.5 ft travel lanes. Harbor Boulevard is a Major collector with a posted speed limit of 40 mph north of the intersection and 35 mph south of the intersection with 12 ft travel lanes.

The existing intersection is currently served by a diagonal span signalized intersection with single approach lanes and crosswalks across the south and east legs. The proposed intersection improvement will provide left-turn lanes on all four approaches. The DMK Team will replace the existing diagonal strain poles with either mast arm poles or a longer span strain pole designed in diagonal or box configuration. These signal design options will be included in the alternative evaluation matrix and discussed with County staff. The DMK Team will perform a traffic study at this intersection to determine the left- turn lengths and signal operating plan (SOP) for the opening year 2020 and the year 2040 using the HCS7 software.

This alternative shows an 11 ft widening at the centerline with additional pavement on both sides of the existing travel lanes. Stormwater conveyance around the intersection includes swales and inlets on the south side and swales and drainage pipes on the north side discharging to the Haverhill waterway. The Water Control Structure at the Haverhill Waterway is currently under construction and will enclose the stormwater system on the northwest corner of the intersection. The northeast corner of the intersection will be impacted with the widening and the existing drainage pipes will be extended to the east. There should be no major impacts to the stormwater system on the southwest and the southeast corners of the intersection.

Curb and gutter at the intersection is proposed to reduce clear zone requirements and allow the placement of the strain poles or mast arm poles within the right of way.

Full access from the few existing driveways on both streets will be impacted. The DMK Team will assist in the public outreach effort about this issue.

Refer to the next section "C. Describe site-specific Alternative" and Figure No. 4B for additional alternatives

5. <u>Veterans Boulevard @ Cochran Boulevard</u>
<u>East and Westbound Right turn lanes on Veterans Boulevard, Northbound Right turn lane on Cochran Boulevard</u>

<u>Alternative No. 1 - Refer to Figure No. 5A</u>

Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Cochran Boulevard is classified as a minor arterial with a posted speed of 40 mph and 12 ft travel lanes.

The intersection features single arm mast arm poles on all four corners, video cameras for vehicle detection and pedestrian signal poles on each ramp. The signal controller assembly is located on the southeast corner. The intersection operates split phase between the northbound and southbound Cochran Boulevard approaches.

For Cochran Boulevard an 11 ft right turn lane is proposed to minimize impacts. For Veterans Boulevards FDOT design standards require 12 ft. turn lanes on arterial roads with a speed equal to or exceeding 45 mph.

The mast arm pole at the southeast corner appears to require relocation. The mast arm pole at the southwest corner appears to be salvageable from the impact of the proposed eastbound right-turn lane; however, the mast arm pole at the northeast corner is too close to the existing curb line and it might need to be relocated to accommodate the proposed westbound right turn lane.

To further minimize the impacts to the southeast corner, it is an **option to restripe the existing lanes on Cochran from 12 ft. to 11 ft.** if this is done, the right turn lane will only require an

additional 8 ft. of pavement. Resurfacing and restriping of this leg of intersection will be recommended.

The turn lane widening on westbound Veteran's Boulevard requires the regrading of the swale slopes, checking swale capacity and the adjustment of the stormwater pond and conveyance systems including inlets and flumes. Environmental impacts will be quantified and a SWFWMD permit modification to the Veteran's Parkway stormwater system will be secured.

The turn lane widening on eastbound Veteran's Boulevard requires the regrading of the swale slopes and checking swale capacity.

The design team's goal is to apply value engineering approach to try and salvage as much of the existing signal equipment as possible without jeopardizing safety or quality.

Refer to the next section "C. Describe site-specific Alternative" and Figure No. 5B for additional alternatives.

6. <u>Veterans Boulevard @ Atwater Street</u>
<u>East and Westbound Right turn lanes on Veterans Boulevard</u>
<u>Refer to Figure No. 6</u>

Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Atwater Street is classified as a local street with a 30-mph posted speed limit.

The proposed improvements involve adding right turn lanes on eastbound and westbound Veterans Boulevard. The intersection features single mast arm poles on all four corners, video cameras for vehicle detection, CCTV camera, and crosswalks across the north, east and south legs of the intersection. The proposed right turn lane improvements will impact the mast arm poles at the northeast and southwest corners. Replacement mast arm poles will be designed per current AASHTO criteria and 160 mph wind speed for Charlotte County. The DMK Team will prepare a traffic study to determine the recommended right turn lane lengths and pedestrian clearance intervals.

The proposed eastbound turn lane improvements will impact the adjacent swale property. Charlotte County Parks owns the land; hence a parcel sketch will be prepared to transfer the required right-of-way from Parks land to road right-of-way and slope easement. The turn lane widening requires the regrading of the swale slopes, checking swale capacity and the adjustment of the stormwater pond and conveyance systems including inlets and flumes. Environmental impacts will be quantified and a SWFWMD permit modification to the Veteran's Parkway stormwater system will be secured.

The proposed westbound turn lane improvements will impact the adjacent property. Parcel sketches will be prepared to acquire the required right-of-way and easements. The turn lane

widening requires impacts to the existing stormwater pond for the Eye Health of Port Charlotte and will require modifying SWFWMD permit 33778. Environmental impacts will be quantified and a SWFWMD permit modification to the Eye Health's stormwater system will be secured.

7. **Veterans Boulevard @ Yorkshire Street**
East and Westbound Right turn lanes on Veterans Boulevard
Refer to Figure No. 7

Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Yorkshire Street is classified as a local street with a 30-mph posted speed limit.

Widening of the turn lanes will require regrading of the swale slopes and verification of swale capacity. Adjustment of the stormwater conveyance systems including inlets and flumes will most likely be required. Environmental impacts will be quantified and SWFWMD permit modifications will be secured. The proposed eastbound turn lane improvements will impact the adjacent swale property. Charlotte County owns the land however we anticipate preparation of a parcel sketch to transfer the required right-of-way to road right-of-way inclusive of a slope easement. The turn lane widening requires the regrading of the swale slopes, checking swale capacity and the adjustment of the stormwater pond and conveyance systems including inlets and flumes. Environmental impacts will be quantified and a SWFWMD permit modification to the Veteran's Parkway stormwater system will be secured.

The proposed westbound turn lane improvements will impact adjacent property. Parcel sketches will be prepared to acquire the required right-of-way and provide for necessary easements.

8. **Veterans Boulevard @ Harbor Boulevard**
East and Westbound Right turn lanes on Veterans Boulevard

Refer to Figure No. 8
Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Harbor Boulevard is classified as a major collector with 30 mph posted speed limit.

Widening of the turn lanes will require regrading of the swale slopes and verification of swale capacity. Adjustment of the stormwater conveyance systems including inlets and flumes will most likely be required. Environmental impacts will be quantified and SWFWMD permit modifications will be secured.

The proposed eastbound turn lane improvements will impact the adjacent swale property. Charlotte County Parks owns the land; hence a parcel sketch will be prepared to transfer the required right-of-way from Parks land to road right-of-way and slope easement. The turn lane widening requires the adjustment of the stormwater pond and conveyance systems including inlets and flumes. Environmental impacts will be quantified and a SWFWMD permit modification to the Veteran's Parkway stormwater system will be secured.

The proposed westbound turn lane improvements will impact the adjacent property. Parcel sketches will be prepared to acquire the required right-of-way and easements.

9. **Veterans Boulevard @ Orlando Boulevard**
East and Westbound Right turn lanes on Veterans Boulevard
Refer to Figure No. 9

Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Orlando Boulevard is classified as a major collector with a 30-mph posted speed limit.

The eastbound right turn lane widening requires the regrading of the pond slopes, checking pond capacity and the adjustment of the stormwater conveyance systems including inlets and flumes. Environmental impacts will be quantified and a SWFWMD permit modification will be secured for the Veteran's Boulevard stormwater system.

The westbound right turn lane widening requires the regrading of the swale slopes, checking swale capacity and the adjustment of the stormwater conveyance system including inlets and flumes. Environmental impacts will be quantified and SWFWMD permit modifications secured.

The proposed westbound turn lane improvements will impact the adjacent property in Sarasota County. Parcel sketches will be prepared to acquire the required right-of-way and easements.

The DMK Team will recommend the relocation of two street lights and an investigation of the photometrics.

10. **Veterans Boulevard @ Torrington Street**
East and Westbound Right turn lanes on Veterans Boulevard
Refer to Figure No. 10

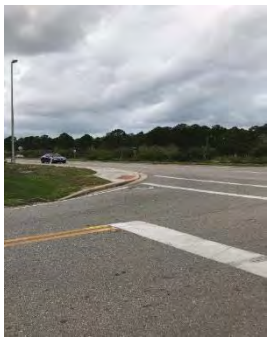
Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Torrington Street is classified as a local street with a 30-mph posted speed limit.

Widening of the turn lanes will require regrading of the swale slopes and verification of swale capacity. Adjustment of the stormwater conveyance systems including inlets and flumes will most likely be required. Environmental impacts will be quantified and a SWFWMD permit modification will be secured for the Veteran's Boulevard stormwater system. Future modifications to FOR 6.15 water control structure will be considered during the design process.

The proposed westbound turn lane improvements will impact the adjacent property in Sarasota County. Parcel sketches will be prepared to acquire the required right-of-way and easements.

The DMK Team will recommend the relocation of two street lights and an investigation of the photometrics.

11. <u>Veterans Boulevard @ Loveland Boulevard</u>
<u>Eastbound Right turn lane on Veterans Boulevard</u>
<u>Refer to Figure No. 11</u>



Veterans Boulevard is classified as a minor arterial with a posted speed limit of 55 mph and 12 ft travel lanes. Loveland Boulevard is classified as a local street with 35 mph posted speed limit.

The turn lane widening requires the regrading of the swale slopes, checking swale capacity. No SWFWMD permit modification is anticipated at this location.

Relocate two street lights and investigate photometric.

C. Describe probable site-specific alternatives

Figures are provided for visual reference at the back of this section.

1. <u>Cochran Boulevard @ Quesada Avenue</u>
<u>Northbound Right turn on Quesada Avenue.</u>

<u>Alternative No. 2</u>

The alternative to a 10 ft. lane widening to the north is to perform a center line widening with 5 ft. pavement on each side. In addition to the impacts described in Alternative No. 1, additional impacts will include relocating the sidewalk and curb on the south side, relocate ADA ramp in the southeast corner, restripe the lanes, the east-west thru lanes alignment, difficulty in constructing the improvements, inconvenience to the traveling public, and additional costs.

2. <u>Murdock Circle @ Charlotte County Public Schools Admin</u>
<u>Westbound Left turn lane on Murdock Circle.</u>

Alternative No. 1 discussed previously to be confirmed with Charlotte County as the preferred alternative.

3. <u>Murdock Circle @ US Highway 41</u>
<u>Eastbound Right turn lane extension on Murdock Circle</u>

<u>Alternative #2 – Refer to Figure No. 3B</u>

Should the turn lane length extend beyond 300 ft., the DMK Team will evaluate the need for implementing access management control on the existing median opening that

involves closing the median opening with a raised median. By closing the median, we can extend the eastbound Murdoch left-turn lane at US 41 (if warranted from the traffic study) and accommodate the westbound left-turn movement displaced by the median closure to the nearby median opening to the west serving the same Charlotte County office complex. The westbound left turn lane can also be extended by approximately 150 ft. and accommodated with the aforementioned median opening closure.

Alternative #3 – This alternative involves reducing the existing lane width at the intersection from 12 ft. to 11 ft. and the addition of 7 ft. of pavement instead of 11 ft. This solution would be directed toward reducing the widening footprint and impacts. This alternative might require the resurfacing of this leg of the intersection and restriping the lanes.

4. Peachland Boulevard @ Harbor Boulevard
Left turn lanes on all approaches

Alternative No. 2 – An alignment shift to the west for the northern leg to minimize impacts to the drainage on the east side.

Alternative No. 3 – Investigate a one lane roundabout at this intersection. A detailed approach is provided under the next section D." Describe innovative approaches in the design."

5. Veterans Boulevard @ Cochran Boulevard
East and Westbound Right turn lanes on Veterans Boulevard, Northbound Right turn lane on Cochran Boulevard

Alternative No. 2 – Refer to figure No. 5B

The DMK Team developed an additional concept on the northbound approach on Cochran to widen to the grassed median. The median is wide enough to allow for a 11 ft. turn lane and a 4 ft. traffic separator. This approach will likely save the mast arm pole at the southeast corner as well as the existing signal controller assembly. Since the mast arm pole at the northeast corner might be impacted and replaced anyway (due to the westbound right turn lane), a new and longer arm mast arm pole will be designed. In this way, the arm length would extend in front of the northbound left turn lane. The DMK Team will prepare a traffic study to determine the recommended right turn lane lengths, pedestrian clearance intervals, and evaluate the viability of implementing a revised signal operating plan that improves upon the inefficiency of the split phase operation on Cochran Boulevard.

For Intersections numbered from 6 through 11 on Veterans Boulevard, Alternative No. 1 discussed previously is to be confirmed with Charlotte County as the preferred alternative.

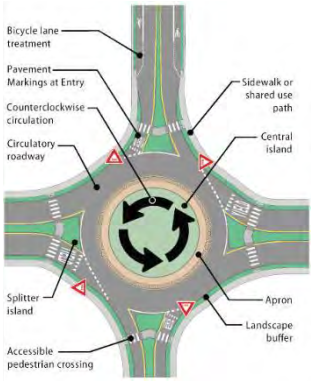
D. Describe innovative approaches in the design

An innovative approach that would be further investigated is a single lane roundabout at Harbor Boulevard and Peachland Boulevard. This innovative alternative would be compared to the signal

alternative described earlier. A properly designed roundabout will improve access to the driveways in close proximity of the intersection.

Modern roundabouts are becoming increasingly popular due to some significant benefits that they provide. These benefits include dramatic reductions in serious injury and fatality crashes as well as reductions in delay for road users. Benefits of modern roundabouts have been shown to occur in both urban and rural areas under varying traffic conditions.

The Federal Highway Administration designated roundabouts as one of nine proven safety counter measures. Roundabouts provide a number of benefits including safety, time savings, friendly environment, and overall cost savings.



The DMK Team will evaluate three alternatives: The no-build, the 2020 opening year and the 2040 design year intersection operations. The evaluation will include operations analysis of intersections based on the AM and PM design traffic volumes approved in advance by Charlotte County. The roundabout analysis will be conducted using the Sidra Software. In addition, a roundabout life cycle benefit-to-cost ratio based on FDOT spread sheet and construction and right-of-way costs will be provided.

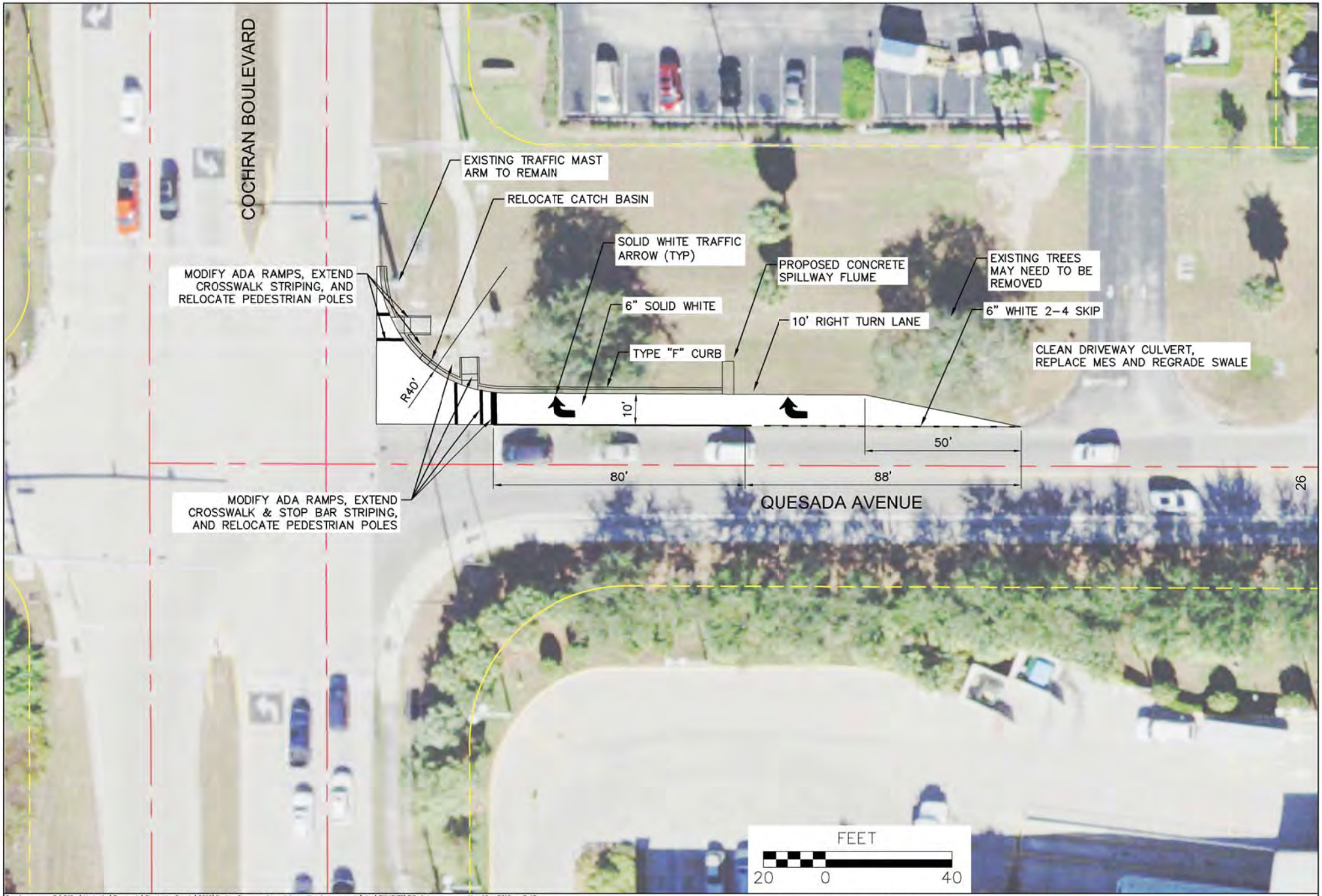
The roundabout improvement includes construction of a single-lane roundabout with a single approach lane for all approaches.

A single lane roundabout geometry based on NCHRP 672 requires an inscribed diameter (the distance measured diagonally between edge of pavements) range between 90 and 150 ft. and has a capacity of approximately 25000 vehicles/Day.

The existing right-of-way on Harbor Boulevard is 80 ft. and the existing Right-of-way on Peachland Boulevard is 70 ft. The existing Right-of-way measured diagonally is 113 ft. so a sidewalk and/or slope easement may be required to accommodate a single lane roundabout.

For information purposes, the single lane roundabouts on Honore Avenue in Sarasota County with a comparable AADT have very low crash rates. Below is a historic table for crashes on Honore Avenue:

On Street	**Cross Street**	2015		2016		2017	
		Crashes	Rate	Crashes	Rate	Crashes	Rate
Honore Ave	Webber St	10	1.5	18	2.35	9	1.19
Honore Ave	Palmer Blvd	10	1.79	10	1.61	7	1.05
Honore Ave	Colonial Oaks Blvd	2	0.79	2	0.52	4	0.86
Honore Ave	Brookmeade Dr	4	1.13	1	0.18	3	0.70
Honore Ave	Camus St/Antoinette St	2	0.37	3	0.56	2	0.32



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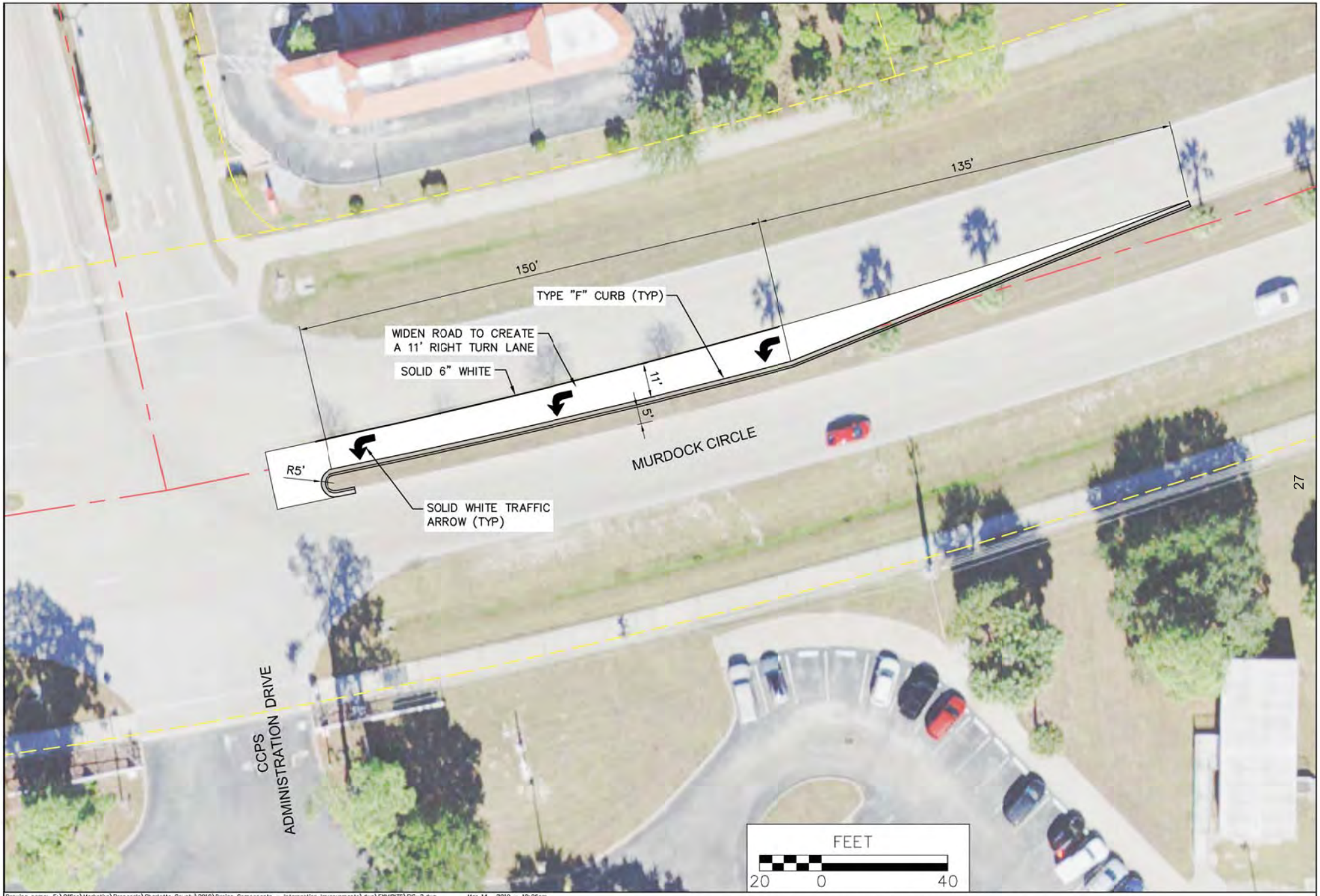
TEL: (941) 412-1293 FAX: (941) 112-1043
C.A. No. 3943

NORTH

LOCATION: COCHRAN BOULEVARD AT QUESADA AVENUE

DESCRIPTION: EAST BOUND RIGHT TURN LANE ON QUESADA AVENUE

FIGURE 1



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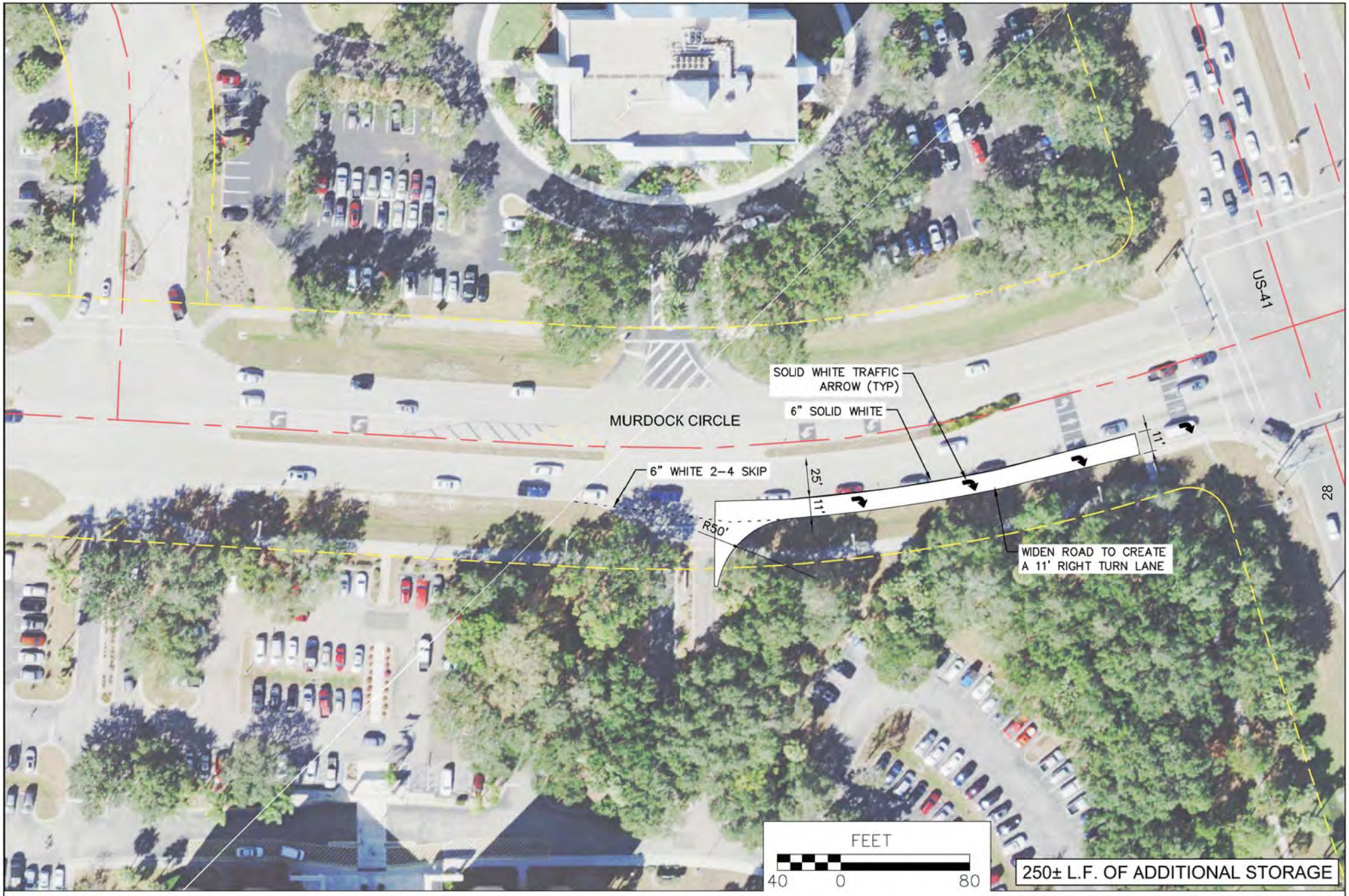
NORTH

LOCATION: MURDOCK CIRCLE AT CHARLOTE COUNTY PUBLIC SCHOOLS ADMIN

DESCRIPTION: WEST BOUND TURN LANE ON MURDOCK CIRCLE

FIGURE 2



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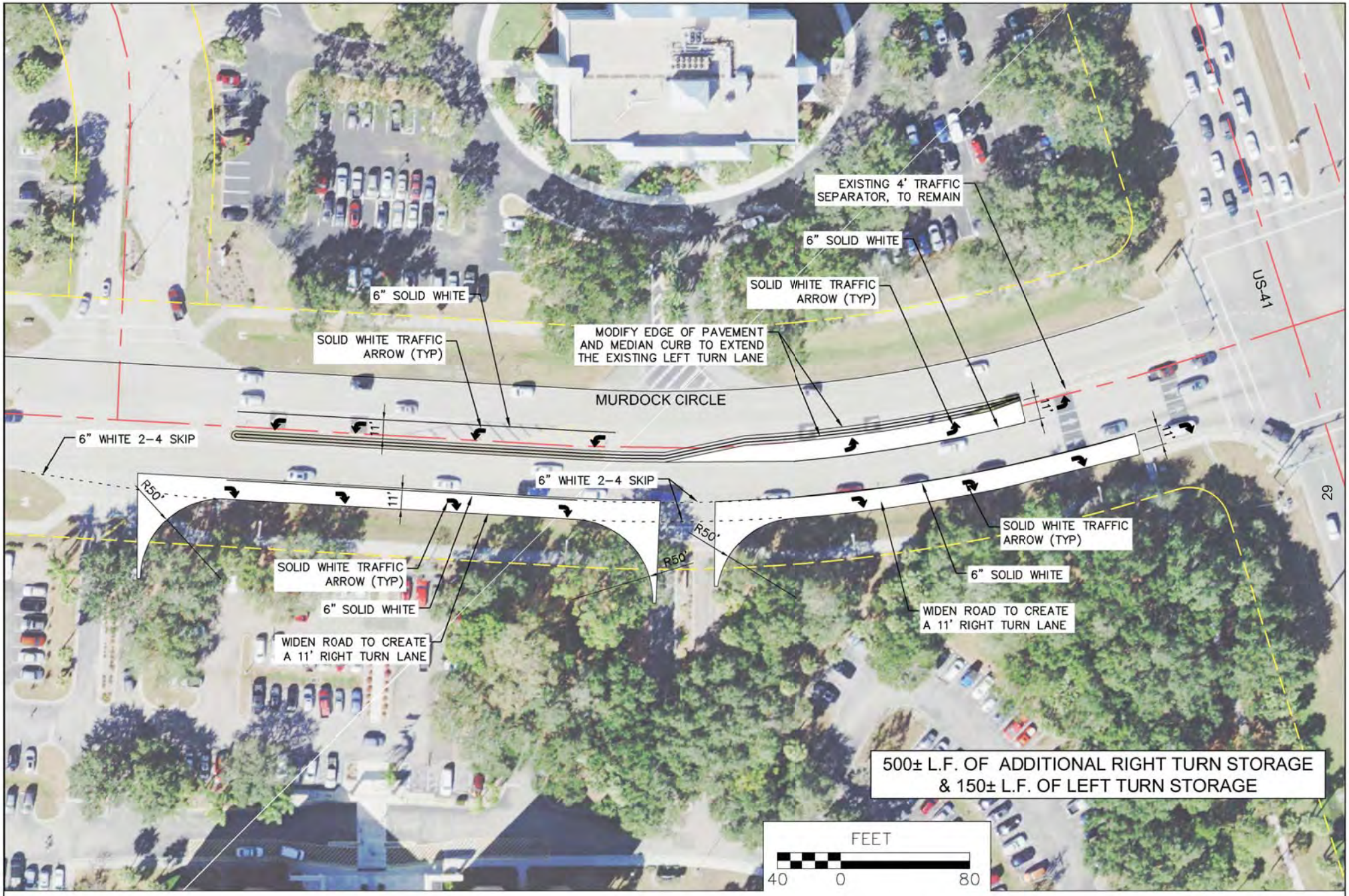
NORTH

LOCATION: MURDOCK CIRCLE AT US 41

DESCRIPTION: EAST BOUND TURN LANE ON MURDOCK CIRCLE

FIGURE 3A



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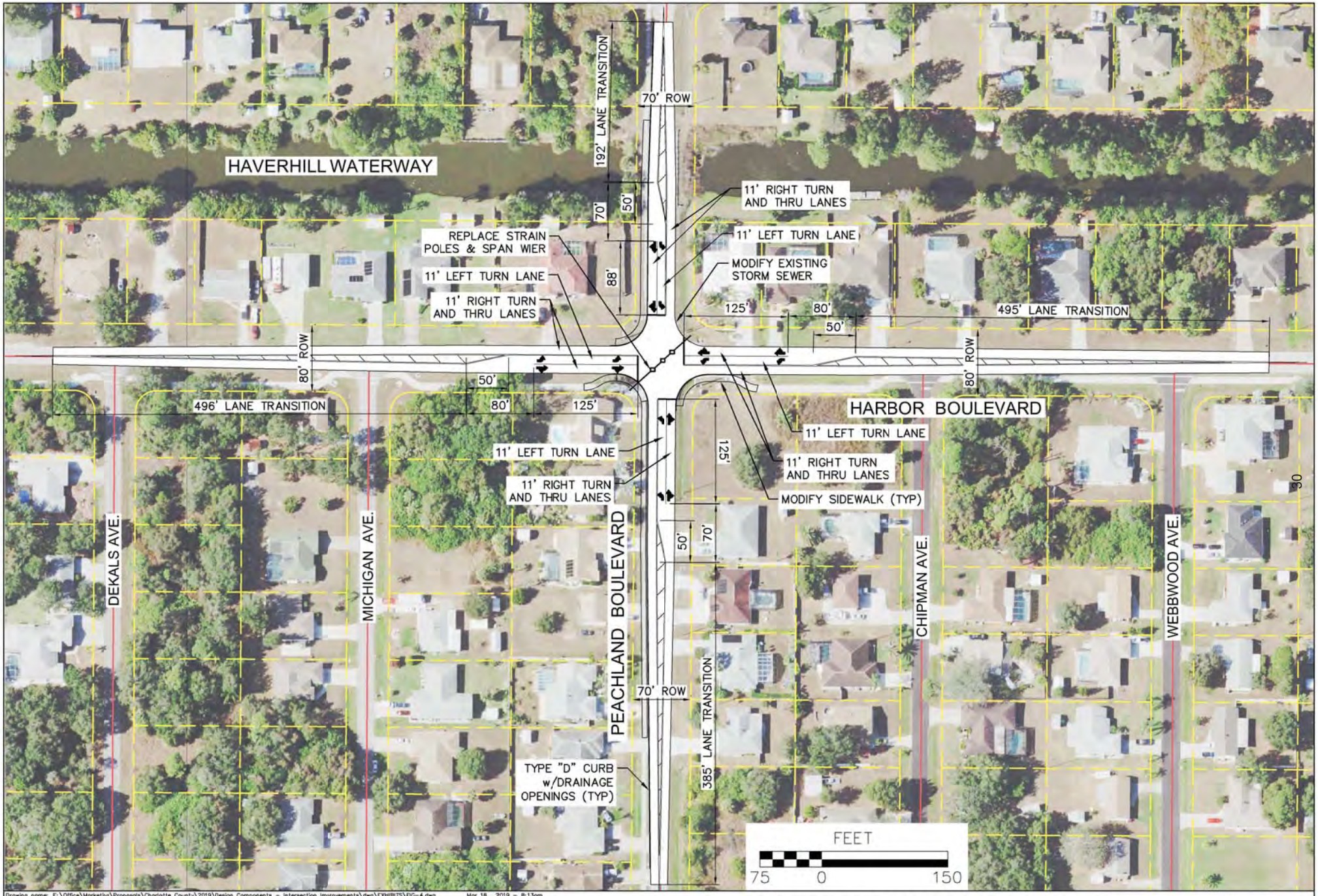
NORTH

LOCATION: MURDOCK CIRCLE AT US 41

DESCRIPTION: EAST BOUND TURN LANE ON MURDOCK CIRCLE

FIGURE 3B



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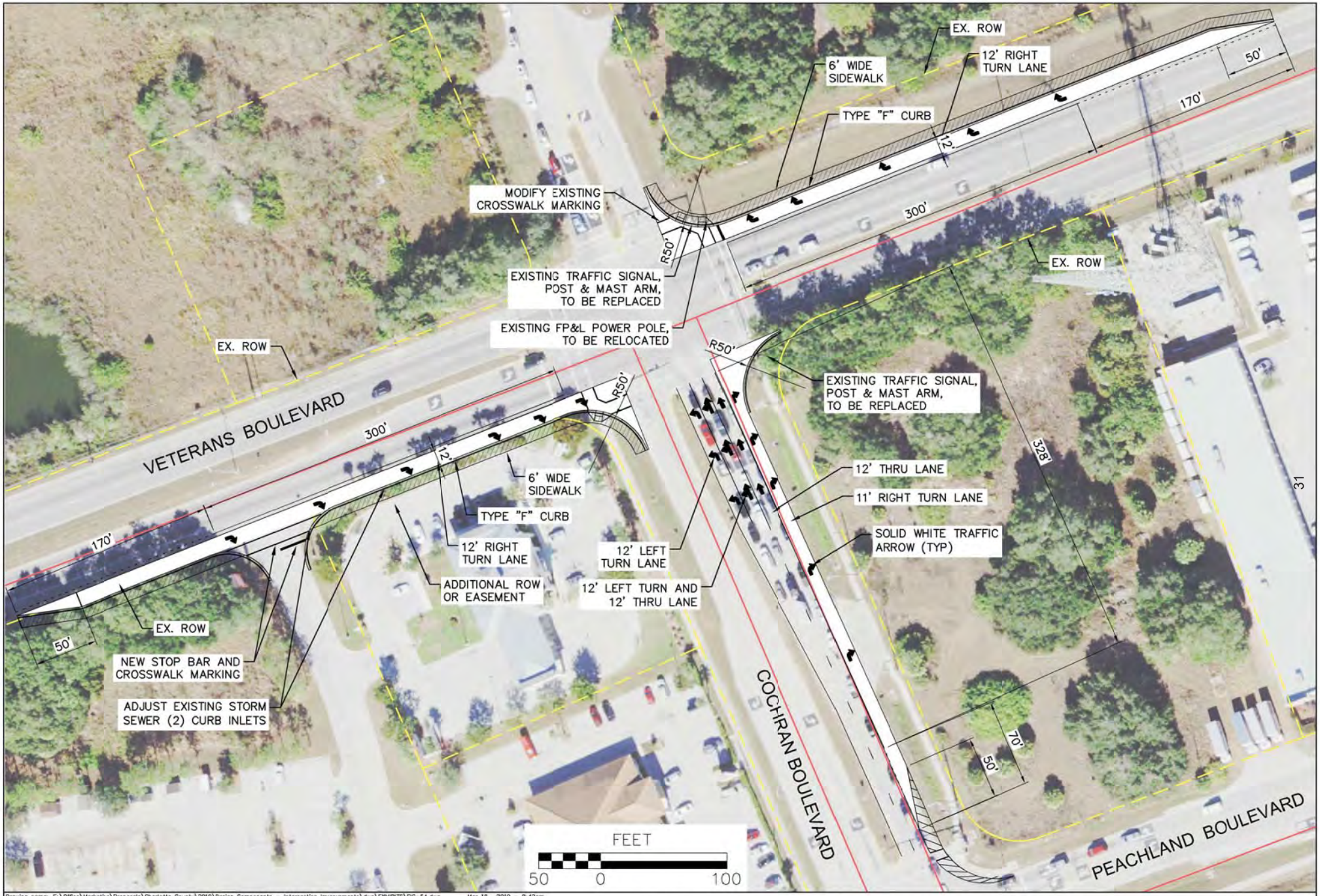
NORTH

LOCATION: PEACHLAND BOULEVARD AT HARBOUR BOULEVARD

DESCRIPTION: LEFT TURN LANES ON ALL APPROACHES

FIGURE 4



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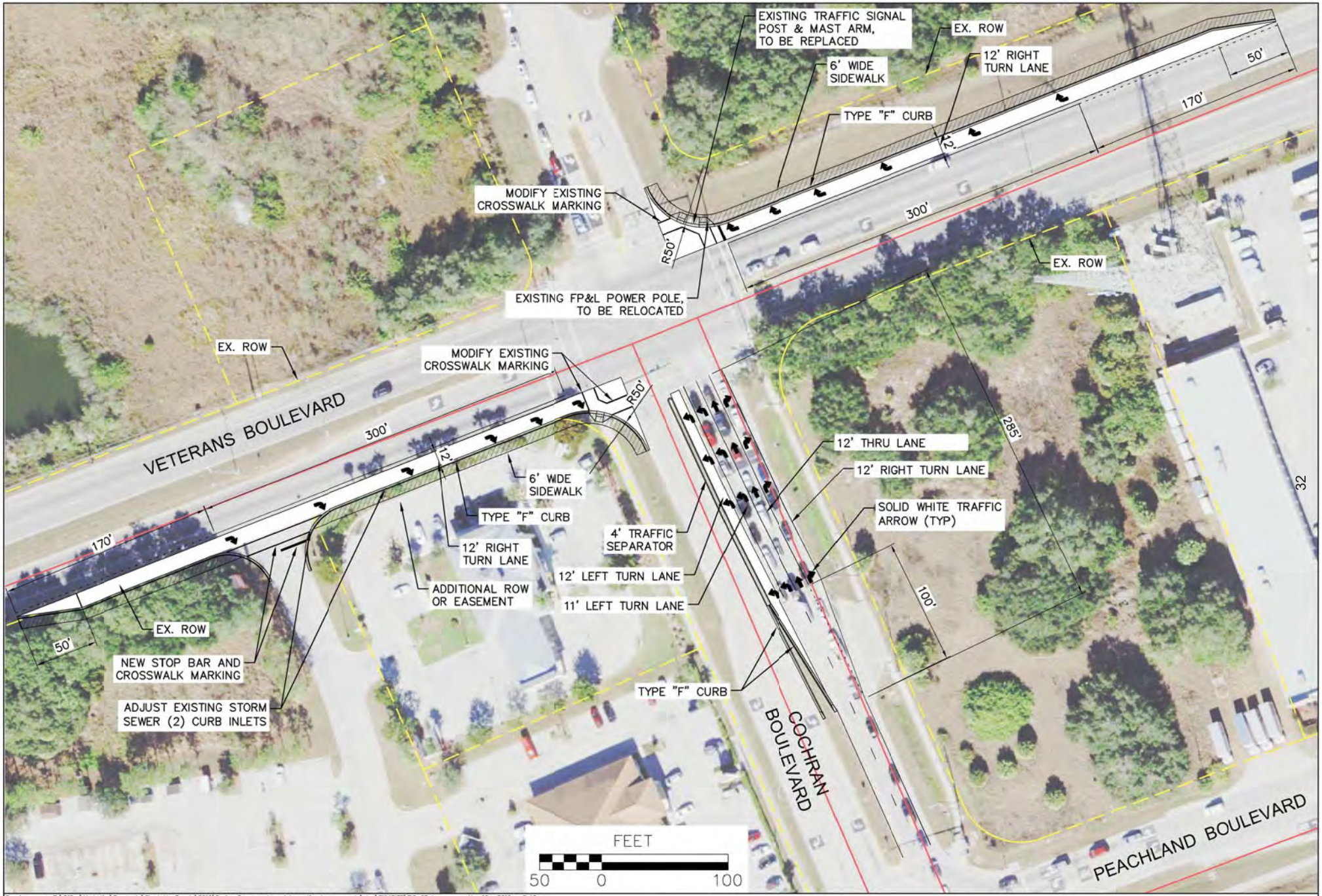
NORTH

LOCATION: VETERANS BOULEVARD AT COCHRAN BOULEVARD

DESCRIPTION: EB & WB RT TURNS ON VETERANS BLVD, & NB RT TURNS ON COCHRAN BLVD

FIGURE 5A



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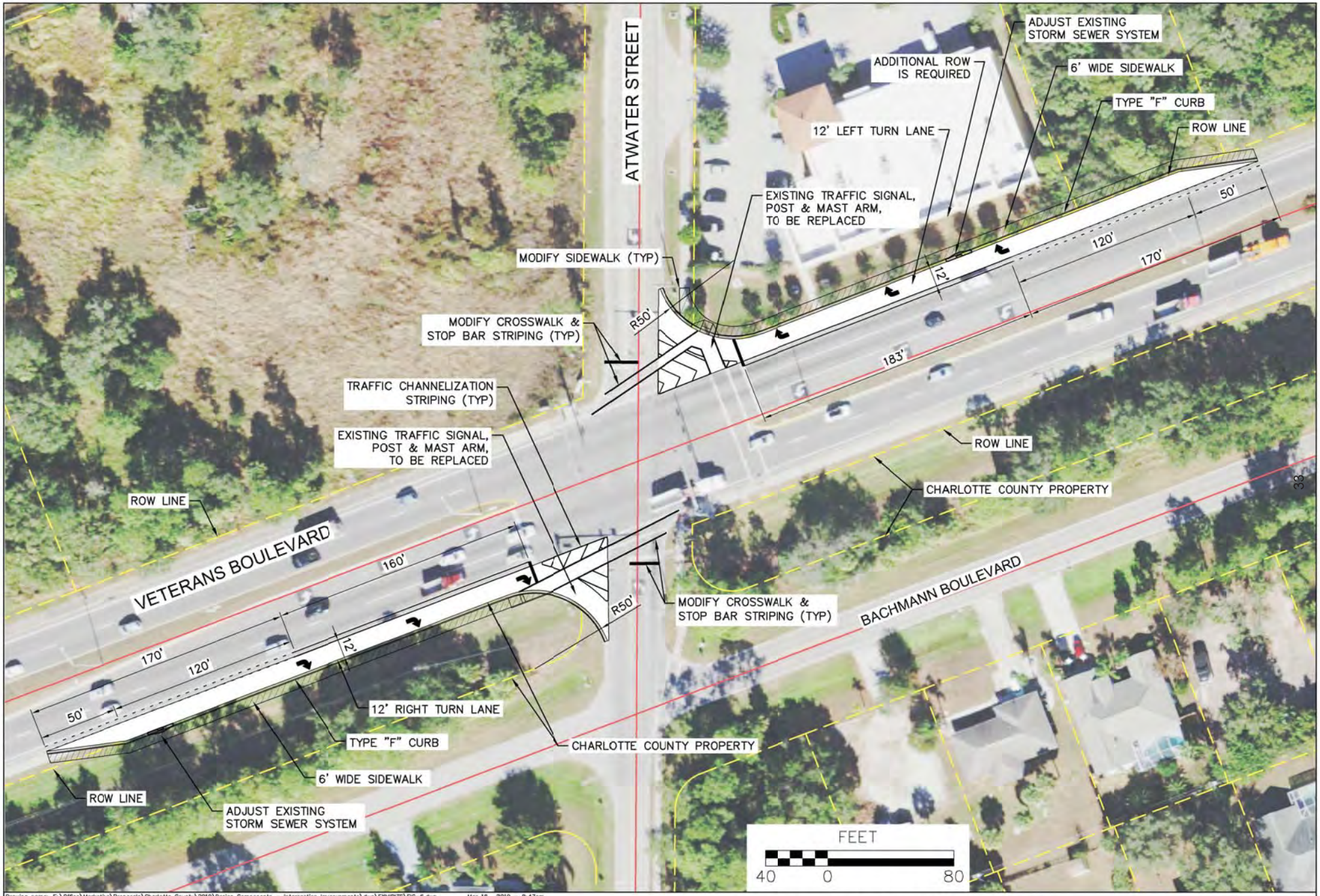
NORTH

LOCATION: VETERANS BOULEVARD AT COCHRAN BOULEVARD

DESCRIPTION: EB & WB RT TURNS ON VETERANS BLVD, & NB RT TURNS ON COCHRAN BLVD

FIGURE 5B



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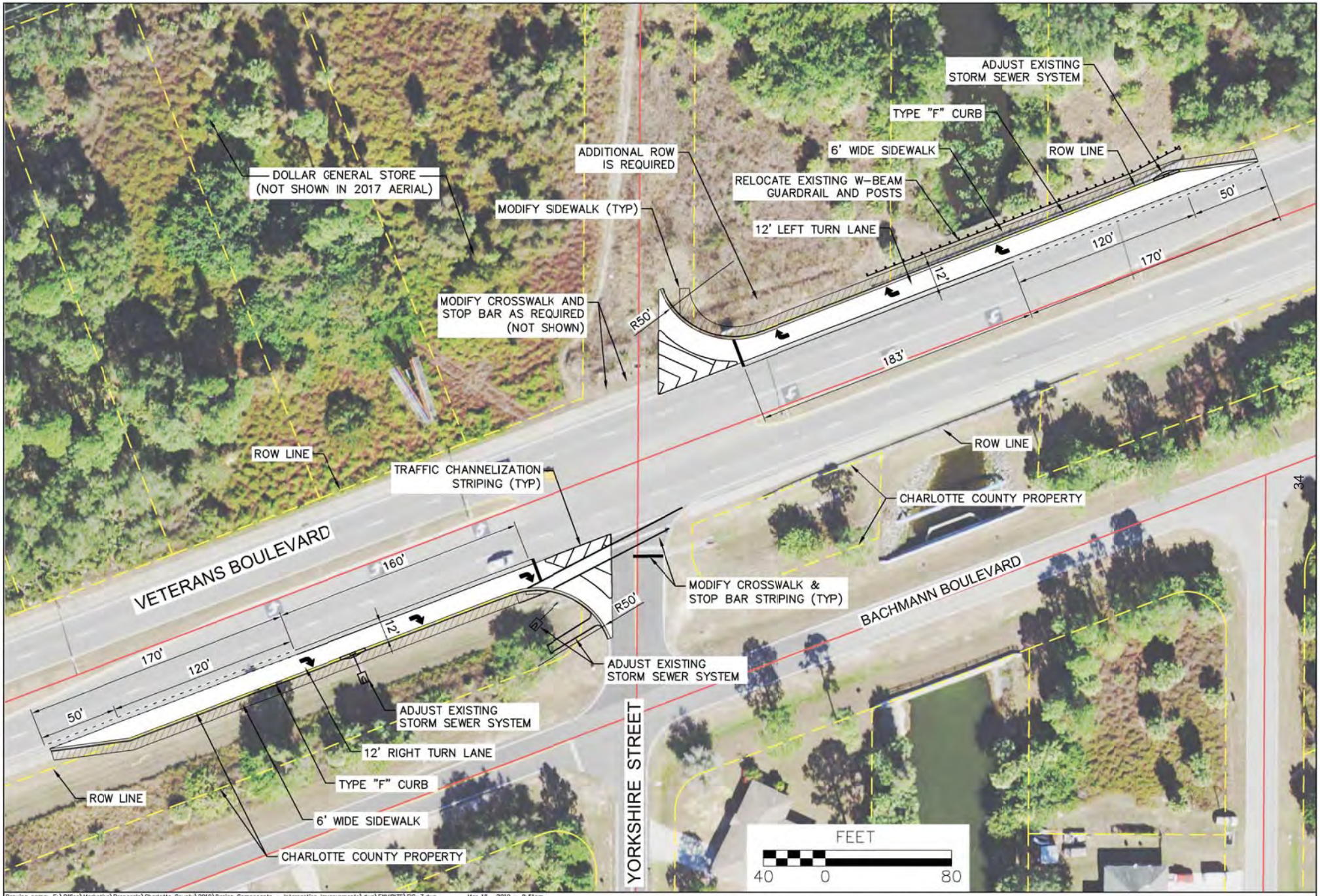
NORTH

LOCATION: VETERANS BOULEVARD AT ATWATER STREET

DESCRIPTION: EASTBOUND AND WESTBOUND RIGHT TURN LANES ON VETERANS BOULEVARD

FIGURE 6



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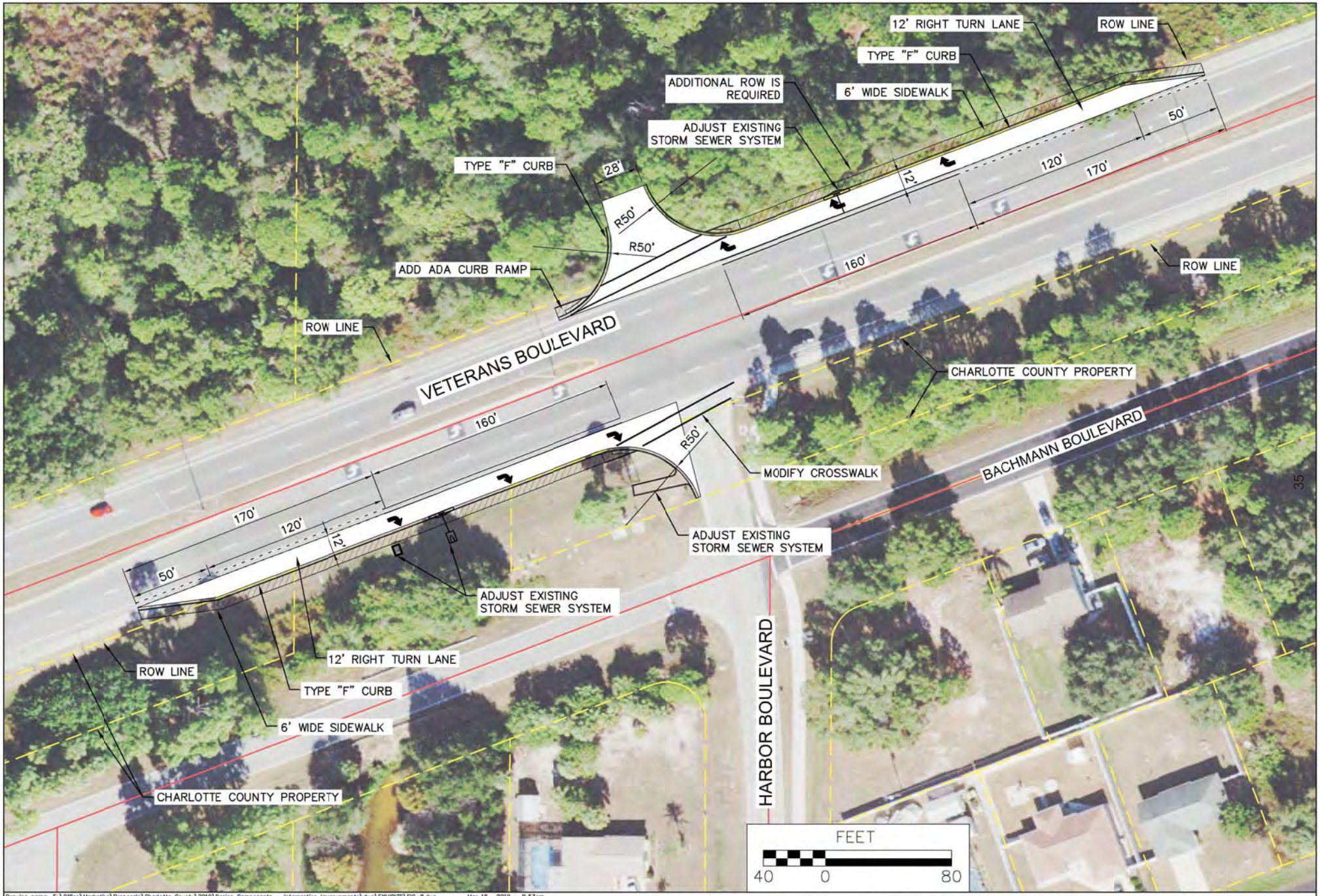
NORTH

LOCATION: VETERANS BOULEVARD AT YORKSHIRE STREET

DESCRIPTION: EASTBOUND AND WESTBOUND RIGHT TURN LANES ON VETERANS BOULEVARD

FIGURE 7



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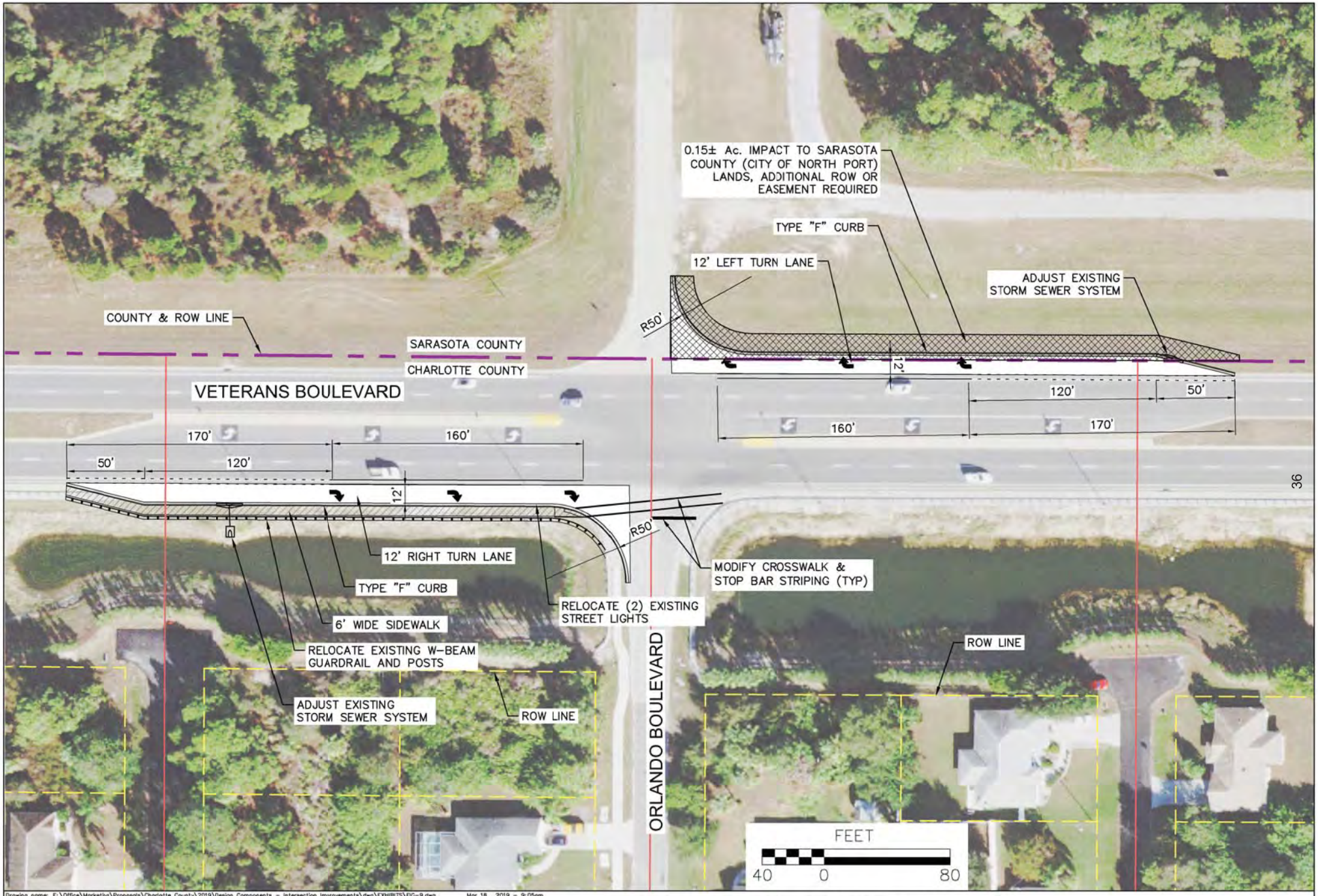
NORTH

LOCATION: VETERANS BOULEVARD AT HARBOUR BOULEVARD

DESCRIPTION: EASTBOUND RIGHT TURN LANES ON VETERANS BOULEVARD

FIGURE 8



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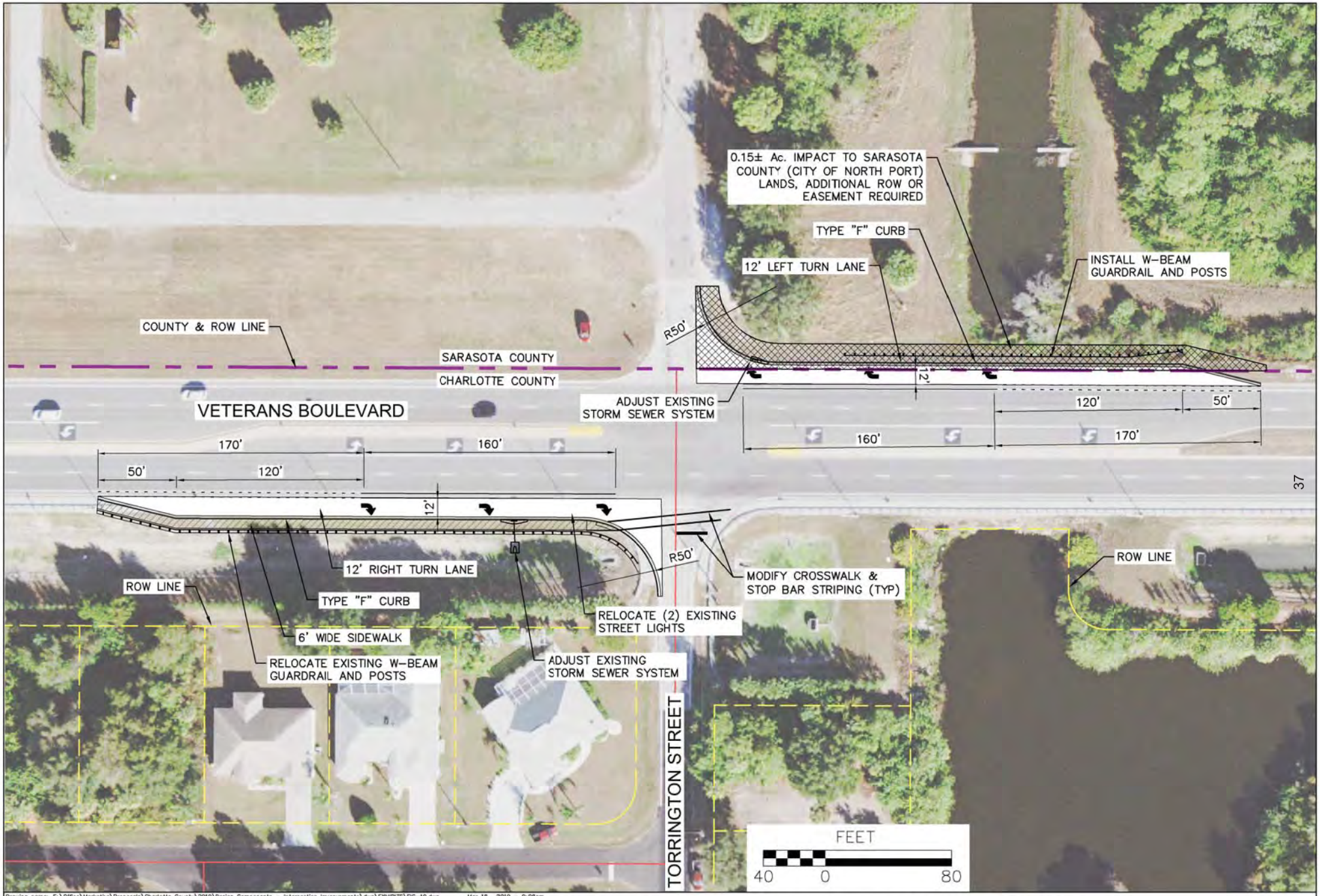
NORTH

LOCATION: VETERANS BOULEVARD AT ORLANDO BOULEVARD

DESCRIPTION: EASTBOUND AND WESTBOUND RIGHT TURN LANES ON VETERANS BOULEVARD

FIGURE 9



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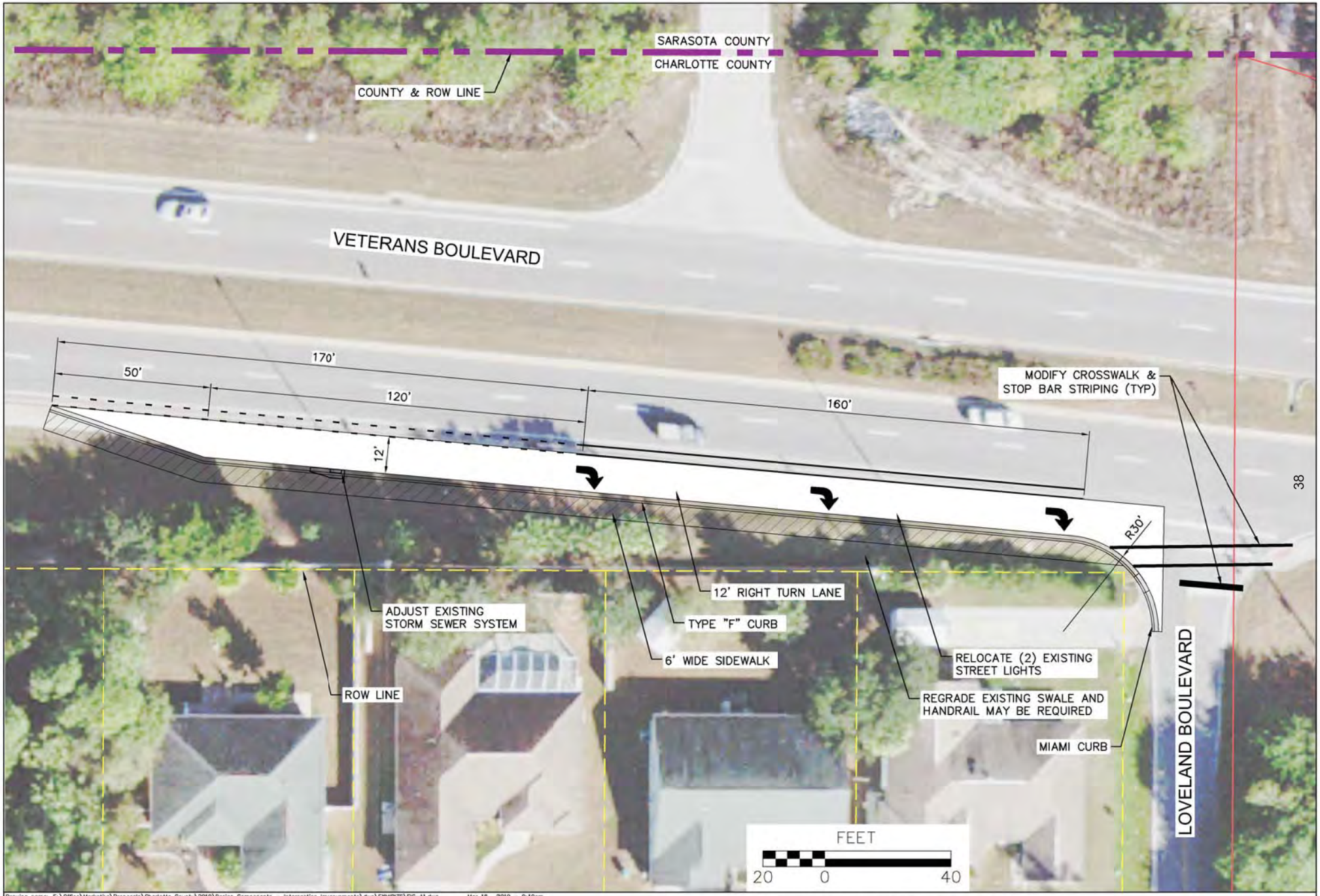
NORTH

LOCATION: VETERANS BOULEVARD AT TORRINGTON STREET

DESCRIPTION: EASTBOUND AND WESTBOUND RIGHT TURN LANES ON VETERANS BOULEVARD

FIGURE 10



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NORTH

LOCATION: VETERANS BOULEVARD AT LOVELAND BOULEVARD

DESCRIPTION: EASTBOUND RIGHT TURN LANES ON VETERANS BOULEVARD

FIGURE 11

VII. Examples of Recently Accomplished Similar Projects

DMK ASSOCIATES

Cochran Boulevard/Peachland Boulevard Improvements
DMK provided roadway and intersection improvements associated with the Cochran Corners commercial development project in Port Charlotte. The improvements included left turn lanes and deceleration lanes for two entrances located on Peachland Boulevard and Cochran Boulevard. The project also required other improvements at the intersection of Cochran Boulevard and Peachland Boulevard including handicap access, sidewalks and pedestrian crosswalks, modifications to signalization, drainage improvements and pavement marking modifications. The improvements were permitted through SWFWMD and Charlotte County. DMK provided construction phase services.

Winchester/776 Intersection
DMK designed and permitted the addition of a right turn lane to the westbound SR 776 at Winchester Boulevard. Services included signalization and mast arm design, design of turn lane, pavement marking and striping, permit modifications. Drainage improvements included modifying the existing pond located at the northeast corner of Winchester Blvd. and SR 776 and a new stormwater system to accommodate the additional pavement from the construction of the 340 LF of turn lane. SWFWMD permitting and FDOT approval was required for the intersection improvements

Bee Ridge Road Widening
This project encompasses 2.8 miles of two lane to four lane road, East of I-75, from Mauna Loa Blvd. to Iona Road. The road improvements included a stormwater management that integrated Low Impact Development (LID) techniques. This stretch of road is located within two different watersheds. DMK was the Engineer of Record responsible for drainage design and permitting, including the existing and proposed models, as well as complete LID. SWFWMD and Sarasota County was extensively involved in the review of the ArcView and ICPR models.

Robert Fakhri – Project Manager and Lead Designer with a consulting firm
Honore Avenue / Pinebrook Road Extension - Sarasota County, Florida

Project Manager and lead designer for the design and permitting for this 3.8-mile major arterial roadway on a new alignment from Laurel Road to SR 681. The project improvements include a four-lane divided roadway, two new signals, closed drainage, stormwater facilities, sidewalks, bike lanes, and four new bridges. The project required SWFWMD and FDOT permits, R/W maps, parcel sketches, intersection improvements, two public meetings, a project web page, and post design services. Over a mile of the existing I-75 SB lanes become the future Honore Avenue NB lanes by shifting

the existing I-75 SB lanes into the median by FDOT. The design, permitting, transfer of Limited Access right of way to the County, and cost sharing were closely coordinated with FDOT.

Robert Fakhri – Project Manager with Sarasota County
River Road / US 41 Intersection – Sarasota County

Project Manager for the design and permitting for this $8 million major signalized intersection project in coordination with the City of North Port and FDOT. The existing two-lane River Road was built to the ultimate six lane configuration on the north side and four-lane on the south side. It included a 240 ft truss, a mast arm, CCTV cameras and is connected to the Regional Traffic Management Center (RTMC).

Robert Fakhri – Project Manager with Sarasota County
Bee Ridge Road Improvement (I-75 to Lorraine Road) - Sarasota County

Project Manager for the design and permitting of a 2.5-mile $22 million major arterial roadway from a two-lane undivided to a four-lane divided roadway. The improvements included closed drainage, water and sewer lines, four roundabouts, LID stormwater design, LED street lights, a signalized intersection and CCTV cameras connected to the Advanced traffic Management System (ATMS). Conducted three public information workshops.

Robert Fakhri – Project Manager and Lead Designer with a consulting firm
Burnt Store Road Segment I – Charlotte County

Project Manager for the final design of this major arterial roadway from Notre Dame Boulevard to US 41, a distance of 2.4 miles. The project improvements included the reconstruction of Burnt Store Road from a two-lane undivided roadway to a four-lane divided urban roadway.

Robert Fakhri – Project Manager and Lead Designer with a consultant
Winchester Boulevard Phase III, Final Design – Charlotte County

Project manager for the final design of this major arterial roadway on a new alignment from CR 775 to SR 776 a distance of 2.5 miles. The improvements include 11 ft travel lanes, sidewalks, bike lanes, a box culvert, and linear ponds.

Robert Fakhri – Project Manager and Lead Designer with a consultant
Fruitville Road Final Design – Sarasota County
Project Manager for the final design and post design services for Fruitville Road beginning at the intersection of Fruitville and Verna Roads and ending 4.5 miles to the west. The accelerated design was completed in a record 80 days and the project included roadway widening on one side only with the reconstruction of the existing 10 ft travel lanes to 12 ft undivided lanes and the additions of five-foot paved shoulders.

Robert Fakhri – Project Director with Sarasota County
County-Wide Signal Retiming Project – Sarasota County
Project director involved in scope preparation and reviews of deliverables with continued involvement throughout the project. The project scope is for the retiming of 134 signals on the County's network. Tasks included signal and signal system before and after assessment, system analysis, timing development and fine tuning, develop strategies and timing for Diversion/Evacuation rout scenarios.

VHB

Sarasota County Advanced Traffic Management System (ATMS) Phase V
Sarasota County deployed a countywide Advanced Traffic Management System (ATMS) including new traffic signal cabinets and controllers, fiber optic Gigabit Ethernet (Gig-E) communication infrastructure, CCTV, Central ATMS software, and Central ATMS hardware. VHB completed the following tasks for Phase V including the conversion of 26 LMD traffic signal controllers and cabinets to Naztec NEMA TS-2 Type II traffic controllers and cabinet, and the installation of 27 CCTV locations. Additional work included environmental permitting, utility coordination, structural design and integration services to integrate this project into the existing Sarasota-Manatee County ATMS system.

Various Intersection and Lighting Improvements - Four Locations, Sarasota County, Florida
VHB serviced this contract including four separate projects at various locations in Sarasota County. The work included installation of mast arm replacements, new roadway lighting, milling and resurfacing, pavement widening, ditch grading, and signing and pavement markings.
The locations included:
Location 1 - Webber Street @ Beneva Road: Replace four mast arms
Location 2 - Ashton Road @ Swift Road: Replace the NW quadrant mast arm
Location 3 - Siesta Drive: Replace lighting with LED fixtures between US 41 and School Avenue
Location 4 -Tuttle Avenue @ Windmill Blvd: Widen Tuttle Avenue to correct northbound alignment deficiency

FDOT District 1, SR 82 Widening from CR 884 to Shawnee Road, Fort Myers, FL
VHB executed the contract which included an Intersection Analysis Report evaluating design year traffic flow and intersection level of service, access management analysis to meet the Florida Department of transportation's (FDOT) access standards, signalization design for two signalized

intersections and for a Continuous Flow Intersection (at Gunnery/Daniels Parkway), and roadway lighting**.**

Cumbey & Fair

Charlotte County Public Works Division: Carmalita Corridor Improvements, Punta Gorda, Florida
The goal of this project was to improve traffic flow around a middle school, high school, and school bus transportation facility and relieve flooding along a one-mile corridor. Carmalita Street and Education Street were reconstructed and widened from two lanes to three lanes. The team evaluated and designed improvements for roadway widening, intersection improvements, improved lighting, signalization, addition of an eight-foot sidewalk, and creation of a regional drainage pond to relieve flooding issues. This project also included delineating wetlands and conducting wildlife surveys. Extensive coordination was required with the Charlotte County School District due to the close proximity of schools (elementary, middle and high school), county-wide school bus transportation facility, and warehouses. Certain construction phases were tied to the school schedule to minimize impacts to school operations. This was
a joint effort with SWFWMD/Charlotte County/School Board and City of Punta Gorda. Deliverables included roadway, lighting, and signal plans. A permit was obtained from SWFWMD.

FDOT District 1: Sumter Boulevard, I-75 to Sylvania, North Port, Florida
Cumbey & Fair provided conventional roadway lighting, post design services and shop drawing review. Prime: Bishop Engineering.

City of North Port: Consultant/Engineering Library for Various Disciplines
Cumbey & Fair performed the Toledo Blade Boulevard at Haberland Signal Warrant Analysis. The services were provided through the City's General Engineering Services Library List and to date The team has delivered a wide range of successful traffic and transportation projects to include operation analysis, level of service analysis, roadway segment studies, intersection modifications, signal warrant analysis, speed studies, no passing zone studies, traffic data collection, comprehensive traffic engineering analysis, signal design services and construction feasibility estimates.

FRA

FDOT Projects: D4 DW Traffic Data Collection (3 contracts),D4 DW Statistics Contract RCI,D4 DW Transportation Statistics General Consultant.

VIII. Experience and Capabilities

A. Value Engineering

Value Engineering (VE) is an organized, effective approach to efficiently define all unnecessary costs early on, especially those that do not measurably contribute to quality, utility, safety, durability, appearance, or other requirements. Cost-efficiency and quality are the cornerstones of the DMK team's design process, particularly on county roads where construction methods and materials have been developed to meet minimum standards established by the FDOT (Florida Green Book).

The DMK team uses value engineering on a routine basis. The team, jointly with the county, will identify and quantify the high cost items in the design. During the early stages, we will concentrate on the design criteria, typical section, and roadway alignments. DMK will develop a typical section and an alignment that will minimize right-of-way and easement acquisitions and minimize utility conflicts, which will translate into cost savings for the county. Later, we will concentrate one valuation of materials (e.g., asphalt versus concrete) or type of construction (e.g., retaining walls versus gravity walls) that affect cost. **An Engineer's Estimate will be developed at every milestone** event to ensure everyone is aware of the cost of the project and that there is adequate funding available.

B. Critical Path Method

The Critical Path Method (CPM) helps identify the most important activities, which can impact the project schedule. As such, it is useful in creating project schedules and managing high-risk activities on the critical path. The DMK team uses project management tools such as Primavera and Microsoft Project.

Mr. Fakhri is very experienced with the critical path method being utilized on every major project including a $2.5 million Englewood Interstate connector PD&E study, a $24 million design and construction of Bee Ridge Road project, a $8.5 million ATMS Phase IV design-build project, a $14 million Honore Avenue design and construction project. The attached schedule in **Tab V** highlights the critical path for this project.

C. Fast-Track Construction.

From design-builds to public-private partnerships, fast-track construction can take on many forms. Mr. Fakhri was the Project Manager for the ATMS phase IV design-build $8.5 million project. The design-build approach saved the county several months in comparison to the design-bid-build approach. The process allowed the county to meet the deadline set for spending federal dollars on this LAP project.

DMK Team members have provided fast track services on the construction of Maple Leaf Estates infrastructure repair following Hurricane Charley, reconstruction of Lift Station structures on Longboat Key and the reconstruction of the Charlotte High School and Punta Gorda Middle School following Charley.

D. Environmental Assessment.

Existing ecological conditions on and adjacent to a project site can greatly affect project design. In the preliminary phase, the DMK team scientists will assess such factors as estimated wetland limits, potential occurrence of protected species, and special classifications of native habitats, e.g., Outstanding Florida Waterways, conservation lands, critical habitat. The observed factors are also evaluated relative to constraints to intended development, environmental permitting requirements and feasibility. The team will use a GIS Analysis approach for in-house evaluation. Following initial investigations, scientists typically conduct site visits to physically delineate wetlands, determine wetland functionality values, perform protected species surveys, map habitats, conduct flora and fauna surveys, perform tree inventories, and conduct water quality, air quality, and noise assessments as required. The team will utilize technological approaches when collecting field data using GPS units, proprietary applications on tablets, and GIS to collect real time data and eliminate the potential for human error during transcription.

E. Specialized Experience

Roundabout Design

Mr. Fakhri was Sarasota County's project manager on the $1 million improvement project for the Venice Avenue / Jacaranda Boulevard Roundabout. Crash reports were reviewed individually and recommendations were implemented to include: enhanced entry and exit lane alignment, eliminated the third future circulating lane and added red bricks, reduced the number of circulating lanes to one for the westbound traffic, added a lane for the Venice Avenue eastbound traffic, modified lane assignment, modified pavement markings, replaced signs and added RRFBs. A public workshop was conducted on how to drive the roundabout. Mr. Fakhri built on this experience to modify four roundabouts for the Bee Ridge Road east of I-75, reviewed and modified over 10 single and multi-lane roundabout designs.

Low Impact Development (LID)

The DMK Team is very proud to be considered a pioneer in Low Impact Development (LID) and a leader in the design of environmentally sustainable projects.

In association with SWFWMD and Sarasota County Government, DMK professional staff recently designed and permitted the first 100% Low Impact Drainage Project in Southwest Florida, referred to as The West Dearborn Pilot LID project.

LID strategies in a suburban environment are designed to return the water balance to a more natural cycle. This could be accomplished by encouraging infiltration of run-off from impermeable surfaces such as streets and parking lots into enhanced soils on-site, called bio-swales, soils that provide water quality treatment beyond the removal of sediments and suspended solids. LID Best Management Practices (BMP's) include bio-filtration (commonly referred to as bio-retention) swales and basins, permeable pavements, vegetated buffers, and vegetated grass swales. As the "first flush" from impermeable surfaces has been shown to contain most of the pollutant load, run-off from the "first flush" (defined as the first 0.5 to 1.0 inch of precipitation) would be routed to the selected LID systems for infiltration and treatment.

Complete Streets

The DMK Team member VHB brings an integrated services approach in delivering complete streets for our clients. The Complete Street design is two-fold: accommodating multi-modal transportation and enhancing the walkability and livability of the street environment to support economic development. VHB has a long history of successful implementation of complete streets. Complete streets design includes proper lanes widths, bicycle accommodation, pedestrian access and universal accessibility. VHB will carefully project components to safely accommodate all of these users in a cohesive and aesthetically pleasing way. Clearly defined access for all users can be achieved through the thoughtful and appropriate application of a unique palette of materials.

A successful design will seamlessly move vehicles, bicycles and pedestrians through a streetscape that has a unique sense-of-place realized through a pallet of site furnishings, signage and pavement materials that are in harmony with building scale and architectural style that is signature to a community. The right balance of these features will increase the walkability of the project area which has a direct effect on the economic vitality of adjacent business, the health of the residents, the comfort of tourists and improved urban ecology and landscape.

IX. Volume of Work

DMK's total payments received from Charlotte County within the last 24 months is $237,227.00.

X. Litigation

DMK Associates has not been involved in litigation within the last 5 years.

XI. Minority Business

F.R. Aleman & Associates, Inc. (FRA) certified as a Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) with the State of Florida.

References

DMK ASSOCIATES

Cochran Boulevard/Peachland Boulevard Improvements
Reference:
Mr. Allan Zirkelbach
Zirkelbach Construction
941-729-0000

Winchester/776 Intersection
Reference:
Mr. Dan Quick, Project Manger
Charlotte County Public Works
941-575-3627

State Road 789 Gulf of Mexico Drive Continuous Left Turn Center Lane
Reference:
Mr. Isaac Brownman, Public Works Director
Town of Longboat Key
941-316-1988

References for Lead Designer, Robert Fakhri, P.E.

Robert Fakhri – Project Manager and Lead Designer with a consulting firm
Owner – Sarasota County – Thai Tran, P.E., 861-0889
Honore Avenue / Pinebrook Road Extension - Sarasota County, Florida

Robert Fakhri – Project Manager and Lead Designer with a consulting firm
Owner – Charlotte County – Brian Barnes, 575-3612
Burnt Store Road Segment I – Charlotte County

Robert Fakhri – Project Manager and Lead Designer with a consultant
Owner – Charlotte County – Brian Barnes 575-3612
Winchester Boulevard Phase III, Final Design – Charlotte County

Robert Fakhri – Project Manager and Lead Designer with a consultant
Owner – Sarasota County – Carolyn Eastwood, P.E. 861-0890
Fruitville Road Final Design – Sarasota County

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
	Robert Fakhri, P.E.	34	Venice	Venice	Sarasota
	Kreg E. Maheu, P.E.	30	Venice	Venice	Englewood
	Karl Kokomoor, P.E.	34	Venice	Venice	Englewood
	Ray Steele, CADD	30	Venice	Venice	Englewood
	Alexandra DeUnger, E.I.T	2	Venice	Venice	Sarasota
	Mary Ann Lind, P.E.	30	Venice	Venice	Sarasota
	Bob Stanley, P.E.	40	Venice	Venice	Bradenton
	Larry Allen	40	Venice	Venice	Rotonda
	Tanase Bude	40	Venice	Venice	Sarasota

2.	Magnitude of Company Operations	
	A) Total professional services fees received within last 12 months:	$ 1,867,000
	B) Number of similar projects started within last 12 months:	2
	C) Largest single project to date:	$3.8 million (fees)

3.	Magnitude of Charlotte County Projects	
	A) Number of current or scheduled County Projects	8
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).	$237,227.00

4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided
	VHB	Orlando	15	Signals, Environmental
	Lomski Engineering & Testing	Port Charlotte	4	Geotech
	Cumbey & Fair, Inc.	Clearwater	4	SUE
	F.R. Aleman	Miami	2	Traffic Counts

5. Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also, include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.

	Firm	Address
	Phone #	Contact Name
	Start Date	Ending Date
	Project Name/Description N/A	

NAME OF FIRM DMK Associates, Inc.

(This form must be completed and returned)

6. Minority Business: Yes x No _____
The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.
Comments or Additional Information:
F.R. Aleman (FRA) is certified as a Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) with the State of Florida

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 3/4/19 Addendum No._____ Dated_____ Addendum No._____ Dated_____

Addendum No._____ Dated_____ Addendum No._____ Dated_____ Addendum No._____ Dated_____

Type of Organization (please check one):

INDIVIDUAL (_)
PARTNERSHIP (_)
CORPORATION (x)
JOINT VENTURE (_)

DMK Associates, Inc.
Firm Name

941-412-1293
Telephone

941-412-1043
Fax

Fictitious or d/b/a Name

16-1695879
Federal Employer Identification Number (FEIN)

421 Commercial Court, Suite C-D
Home Office Address

Venice, FL, 34292
City, State, Zip

36
Number of Years in Business

4315 S. Access Road, Englewood, FL 34224
Address: Office Servicing Charlotte County, other than above

Karl Kokomoor, P.E.
Name/Title of your Charlotte County Rep.

941-412-1293
Telephone

941-412-1043
Fax

Karl Kokomoor, P.E., President/CEO
Name/Title of Individual Binding Firm (Please Print)

Signature of Individual Binding Firm

3/12/19
Date

kkokomoor@dmkassoc.com
Email Address

(This form must be completed & returned)

AFFIDAVIT

Proposer affirms that information provided as it relates to Location & Facilities of Working Office is true and meets the definition and criteria as defined below:

Local office means the company has a valid Business Tax License issued by Charlotte County, Sarasota County or DeSoto County for at least 6 months prior to the proposal submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the company operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a company shall not be considered having a "Local Office" unless it contributes to the economic development and well-being of Charlotte County, Sarasota County or DeSoto County in a verifiable and measurable way (as identified by the criteria below). Also, companies must demonstrate and document the in-County/in-office capability and availability of the personnel working in the local office and the type of services performed at this location that is pertinent to the type of project. Companies shall affirm in writing their compliance with the foregoing at the time of submitting their proposal to be eligible for consideration as having a "Local Office". A company who misrepresents the local preference status of its company in a proposal to the County will lose the privilege to claim local preference for a one year period.

Please identify below by placing a checkmark next to the appropriate criteria and related points. Also, provide any documentation that substantiates the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the proposer's submission being deemed non-responsive.

Location & Facilities of Working Office:

Length of time "Local Office" established:

x Local Office has been established more than 3 years	15 Points
__ Local Office has been established between 1 to 3 years	10 Points
__ Local Office has been established between 6 months to 1 year	5 Points
__ Local Office has been established less than 6 months	0 Points

Location of "Local Office":

x Headquarters located within the boundaries of Charlotte, Sarasota, or DeSoto County	20 Points
__ Satellite office located within the boundaries of Charlotte, Sarasota, or DeSoto County	15 Points
__ No local office presence	0 Points

Residencies of personnel which live in Charlotte, Sarasota or DeSoto County and are employed with the Prime Firm's Office; the Prime Firm's Office is defined as the office performing the services for this project:

x 50 % or more live in Charlotte, Sarasota or DeSoto County *	5 Points
__ 25 % to 49 % live in Charlotte, Sarasota or DeSoto County *	3 Points
__ Up to 25 % live in Charlotte, Sarasota or DeSoto County *	2 Points
__ None of the personnel live in Charlotte, Sarasota or DeSoto County	0 Points

*Personnel Affidavit attached to be completed by each person living in Charlotte, Sarasota or DeSoto County.

NAME OF FIRM DMK Associates, Inc.

(This form must be completed and returned)

Affidavit Cont'd:

Use of Local Sub-Consultants (Sub-Consultants meeting "Local Office" definition):

x Local Sub-Consultants on team with Prime	10 Points
__Local Prime is performing all services in-house	10 Points
__No local Sub-Consultants on team	0 Points

Sub-Consultant Name: Lomski Engineering & Testing

Address: 17210 Toledo Blade Blvd, Port Charlotte, FL 33954

****

Company Name: DMK Associates, Inc.

Signature: _____

Title: President/CEO

Year Business Established: 36 Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of Sarasota

Sworn to and subscribed before me, a Notary Public, for the above State and County on this 15th Day of March, 2019.

Deanna Kay Robison 4-16-2022
Notary Public Commission Expiration

Deanna Kay Robison
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG207932
Expires 4/16/2022

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

(This form must be completed & returned)

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Robert Fakhri, P.E.

Signature: _____

Title: Project Manager

WITNESSES:

Signed By: _____

Print Name: Karen W. Koscomon

Date: 3-11-19

Signed By: _____

Print Name: Alexandra DeVinger

Date: 3/11/19

PERSONNEL AFFIDAVIT

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Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Kreg E. Maheu, P.E.

Signature:

Title: VP Engineering

WITNESSES:

Signed By:

Print Name: Kelsey Azadian

Date: 3-11-19

Signed By:

Print Name: G. DAVID SHASHURA

Date: 3/11/2019

PERSONNEL AFFIDAVIT

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Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Karl Kokomoor, P.E.

Signature:

Title: President/CEO

WITNESSES:

Signed By: Print Name: G. DAVID SHASHURA Date: 3/11/2019

Signed By: Print Name: Kelsey Azeredian Date: 3/11/19

PERSONNEL AFFIDAVIT

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Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Mary Ann Lind, P.E.

Signature: M A Lind

Title: Stormwater Engineer

WITNESSES:

Signed By: [illegible]

Print Name: TIMOTHY E. ROWE

Date: 3/11/19

Signed By: [illegible]

Print Name: Kelsey Azeadian

Date: 3/11/19

PERSONNEL AFFIDAVIT

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Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Alexandra DeUnger, E.I

Signature: Alexandra E DeUnger

Title: Design Engineer

WITNESSES:

Signed By: [illegible]

Print Name: G. David Shashura

Date: 3/11/2019

Signed By: Kelsey Azadian

Print Name: Kelsey Azadian

Date: 3/11/19

PERSONNEL AFFIDAVIT

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Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Ray Steele

Signature:

Title: CAD Designer

WITNESSES:

Signed By: Kelsey Azad.an

Print Name: Kelsey Azad.an

Date: 3/4/19

Signed By:

Print Name: G. DAVID SHASHURA

Date: 3/11/2019

PERSONNEL AFFIDAVIT

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Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Larry Allen

Signature:

Title: Inspector

WITNESSES:

Signed By: Kelsey Azadian

Print Name: Kelsey Azadian

Date: 3-11-19

Signed By:

Print Name: G. DAVID SNASHURA

Date: 3/11/2019

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Warren McLeod, P.S.M.

Signature: [signature]

Title: VP Surveying

WITNESSES:

Signed By: [signature]

Print Name: Kristin Grant

Date: 3.11.19

Signed By: [signature]

Print Name: Kelsey Azevedo

Date: 3/11/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: DMK Associates, Inc.

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Tim Roane, P.E.

Signature: _____

Title: Design Engineer

WITNESSES:

Signed By: _____

Print Name: ERIKA KELLY

Date: 03/15/2019

Signed By: _____

Print Name: Kelsey Azadian

Date: 3/15/19

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that DMK Associates, Inc. does:
(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

3/12/19
Date

END OF PART IV

(This form must be completed & returned)

Robert Fakhri, P.E.

OVERVIEW:

Mr. Fakhri has over 34 years of experience working in the private and public sectors with extensive experience in roadway transportation projects and civil engineering. Mr. Fakhri's experience includes PD&E Studies in accordance with FDOT and FHWA requirements, Project Management, transportation engineering design and construction. Mr. Fakhri has a proven record communicating effectively with the Board of County Commissioners, citizen groups, advisory committees, and developers on items related to transportation projects. Mr. Fakhri collaborated effectively with FDOT, FHWA, Metropolitan Planning Organizations (MPO), and internal/external stakeholders on several high-profile local PD&E and design projects.

EDUCATION:

B.S., Civil Engineering, Northeastern University (1981)

M.S., Civil Engineering, Northeastern University (1983)

REGISTRATIONS:

Florida Professional Engineer License No. 45208

EXPERIENCE HIGHLIGHTS:

River Road / US 41 Intersection – Sarasota County

Project Manager for the design and permitting for this $8 million major signalized intersection project in coordination with the City of North Port and FDOT. The existing two-lane River Road was built to the ultimate six lane configuration on the north side and four-lane on the south side. It included a 240 ft truss, a mast arm, CCTV cameras and is connected to the Regional Traffic Management Center (RTMC).

Bee Ridge Road Improvement (I-75 to Lorraine Road) - Sarasota County

Project Manager for the design and permitting of a 2.5-mile $22 million major arterial roadway from a two-lane undivided to a four-lane divided roadway. The improvements included closed drainage, water and sewer lines, four roundabouts, LID stormwater design, LED street lights, a signalized intersection and CCTV cameras connected to the Advanced traffic Management System (ATMS). Conducted three public information workshops.

Honore Avenue / Pinebrook Road Extension - Sarasota County

Project Manager for the final design and permitting for this 3.8-mile major arterial roadway on a new alignment from Laurel Road to SR 681. The project improvements include a four-lane divided roadway, two signalized intersections, closed drainage, stormwater facilities, sidewalks, bike lanes, and four bridges. Preparation of R/W maps, parcel sketches, involved with eminent domain proceedings, conducted two public meetings and prepared a project web page.

Burnt Store Road Segment I – Charlotte County

Project Manager for the final design of this major arterial roadway from Notre Dame Boulevard to US 41, a distance of 2.4 miles. The project improvements included the reconstruction of Burnt Store Road from a two-lane undivided roadway to a four-lane divided urban roadway.

Winchester Boulevard Phase III, Final Design – Charlotte County

Project manager for the final design of this major arterial roadway on a new alignment from CR 775 to SR 776 a distance of 2.5 miles. The improvements include 11 ft travel lanes, sidewalks, bike lanes, a box culvert, and linear ponds.

Jacaranda Venice Avenue / Jacaranda Boulevard Roundabout Improvements - Sarasota County

Project manager with Sarasota County for the Venice Avenue / Jacaranda Boulevard $1 million improvement project. Crash data were reviewed, and recommendations were implemented to lane geometry, lane assignment, elimination of a circulating lane, adding a lane on Venice Avenue, revise pavement markings, add signs and enhancement of the pedestrian crossings.

ATMS Phase IV Design-Build – Sarasota County

Project Manager for this Design-Build LAP project to upgrade 70 intersections and signals to the Advanced Traffic Management System (ATMS). The improvements included fiber installation, upgrade to Naztec cabinets, CCTV camera, and connection to the RTMC. Prepared the RFP, the selection of the Design-Build and CEI teams for this $8 million federally funded LAP project. Secured FDOT approval for Sarasota County to become LAP Certified for design-build projects.

County-Wide Signal Retiming Project – Sarasota County

Project director for the retiming of 134 signals on the County's network. Tasks included signal and signal system before and after assessment, system analysis, timing development and fine tuning, develop strategies and timing for Diversion/Evacuation route scenarios.

Fruitville Road Final Design – Sarasota County

Project Manager for the final design and post design services for Fruitville Road beginning at the intersection of Fruitville and Verna Roads and ending 4.5 miles to the west. The accelerated design was completed in a record 80 days and the project included roadway widening on one side only with the reconstruction of the existing 10 ft travel lanes to 12 ft undivided lanes and the additions of five-foot paved shoulders.

Englewood Interstate Connector – Sarasota County

Project Manager for the design plans update for 5.7 miles of six and four-lane sub-urban divided roadway LAP project from US 41 to I-75.

Englewood Interstate Connector, PD&E Study - FDOT D1 LAP

Project Manager with Sarasota County, the lead agency on this federal, state, and locally funded LAP project. A 14.5 mile over $100 million evacuation route, controlled access of four and six lane arterial roadway on new alignment in Sarasota County, Charlotte County and the City of North Port. A Type II Categorical Exclusion was prepared. The public involvement plan included coordination and presentations to all the stakeholders including county and city commissioners, MPOs, and private land owners.

Karl W. Kokomoor, P.E.

OVERVIEW:

Mr. Kokomoor is President and CEO of DMK Associates, Inc. responsible for leadership and positioning of the Engineering and Land Surveying firm. Mr. Kokomoor is further responsible for client contact and development of management methods for the firm.

Mr. Kokomoor has worked in the engineering consulting industry for over 34 years during which time he has served both public and private clients from Jacksonville to Key West, Florida. He is a second generation native of Florida committed to sustainable growth through conscientious sustainable design practices.

Mr. Kokomoor has diverse experience in Civil Engineering ranging from structural design of municipal public works to residential and commercial subdivision design and permitting.
This experience was derived from years of exposure to many project types throughout the State of Florida.

EDUCATION:

Bachelor of Science, Civil Engineering
University of Florida, 1980

Master of Science, Civil Engineering
Construction Mgmt.
University of Florida, 1982

REGISTRATIONS:

Professional Engineer, Florida No. 34861

FL. Special Inspector of Threshold Buildings No. 0915

FL. Certified Environmental Health Professional No. 06-1592

AFFILIATIONS:

American Society of Civil Engineers

EXPERIENCE HIGHLIGHTS:

Ajax Paving Industries

Mr. Kokomoor has developed numerous site development foundation plans for a prominent SW Florida Asphalt Company. These services have included foundations for entire asphalt plants and have included designs for multiple silo bin installations involving over 70 feet tall, triple silo installations requiring quick construction during high volume work conditions. In several cases, designs have included provisions for portability calling for specialized details to enable over the road transportation of heavy construction members. Mr. Kokomoor maintains a consulting relationship with Ajax Paving handling a wide variety of construction and permitting issues for the Company.

PRMRWSA Loop Phase 1A Interconnect

DMK performed design services for 12 miles of 24” pipeline, a Regionally Integrated Loop System connecting the water supply systems of the PRMRWSA, Charlotte County and the City of Punta Gorda capable of providing between 4-10 MGD of bulk water in both directions. The project included a 7,400 feet “Open Cut” crossing of Peace River, just north of the I-75 Bridge.

Sarasota County Bus Stop Installations

Prepared designs and calculations to accommodate 17 bus stop installations throughout the City of North Port. Design included wind loading analysis of manufactured bus shelter facilities with respect to anchorage to an adequate foundation. Mr. Kokomoor reviewed manufacturers submittal drawings and provided for the transfer of loads to a new concrete foundation system.

Master Lift Station “D” Control Building

Design of a 24 feet deep master pump station wet well for service within a high groundwater environment. Services include oversight in the design of the cast in place concrete structure and review of modification of the design from subgrade construction

National Society of Professional Engineers

Precast / Pre-stressed Concrete Institute

American Concrete Institute

Peace River Engineering Society

Gulf Coast Strategic Investments Board

Member, Past Chair, Englewood Area Chamber of Commerce

Past Chairman, Charlotte County Code Enforcement Board

Member, Past President, Lemon Bay Sunrise Rotary

Administrative Board & Council Trustee, Englewood United Methodist Church

Past Member, Sarasota Economic Development Board

Past Board Member, Gulf Coast Community Foundation of Venice

to above grade construction and placement using undermining and tremmie concrete floor placement.

Englewood Water District, Grove City Loop, Water Line Design

Designs of a ductile iron interconnect between San Casa and CR776 water mains. Design was to enhance water pressure at the southern extent of the EWD service area.

Little Gasparilla Island Utility Water Distribution System Extension

DMK is providing engineering, survey and permitting services required to construction a 6" potable water/fire service line from a CCU supplied water meter near Cape Haze, directionally bored under the Intercoastal Waterway to connect with existing Little Gasparilla Island facilities on Little Gasparilla Island. DMK's design and permitting efforts will include the demolition and replacement of the RO plant's deteriorating wood pump house building and the extension of their water distribution system to the north end of Little Gasparilla Island.

Aqua Utilities, Fruitville Wastewater Treatment Plant Expansion

Design of a 1.6 MGD expansion to the Fruitville WWTP to allow for continued growth of the adjacent community. Services included a 4th treatment train to a previously expanded facility including new head works, aeration, clarification and a new chlorine contact facility. Mr. Kokomoor was responsible for oversight of chlorine contact chamber diverter box and denitrification chamber structural design. In the design of the new splitter box to accommodate an additional treatment train, a new access grating system was required to be designed. aluminum grating was used in a system supported by independently designed carrying beams for an irregular access platform to the wastewater splitter box. The design was complete with detailed drawings and specifications suitable for direct fabrication.

Rum Bay Preserve Water Distribution and Wastewater Collection Lines

Design of water distribution system for coastal community containing approximately 40 lots. Route surveys. Sub-aqueous crossing. Population and flow analysis.

Kreg E. Maheu, P.E.

OVERVIEW:

Mr. Maheu is DMK's Vice President of Engineering with over 30 years of experience as a civil engineer covering multiple disciplines. His experience includes both public and private practice.

Mr. Maheu has been involved in all aspects of civil engineering including land development, stormwater systems, transportation, water distribution and transmission systems, wastewater collection and transmission systems, and planning projects as designer, project engineer and project manager. He has extensive experience with local, state and federal permitting applications processes. His experience also includes QA/QC, construction engineering & inspection and contract administration.

EDUCATION:

Bachelor of Science, Civil Engineering University of Maine, 1983

REGISTRATIONS:

Professional Engineer, Florida No. 45766

TECHNICAL TRAINING:

Florida Advanced MOT Training

AFFILIATIONS:

Florida Stormwater Association

Peace River Engineering Society

Charlotte Local Education Foundation, Board of Trustees

EXPERIENCE HIGHLIGHTS:

Peachland Boulevard/Cochran Boulevard Intersection Improvements

Mr. Maheu was responsible for the project management and project engineering for left and right turn lanes at the Peachland Boulevard and Cochran Boulevard entrances to the commercial development. In addition to the turn lanes, sidewalks and intersection improvements involving new pedestrian signals and crosswalk alignment was provided.

Southside Village Alley Reconstruction

Mr. Maheu led the design, permitting and construction administration for the reconstruction of three alleys in the Southside Village area of Sarasota. Work included the removal of existing asphalt and base material and construction of an inverted valley gutter and drainage improvements; low impact design techniques were incorporated into the design to assist in improving drainage.

Winchester/776 Intersection

Mr. Maheu was project manager for the design and permitting for the addition of a right turn lane to the westbound SR 776 at Winchester Boulevard. Services included signalization and mast arm design, design of turn lane, pavement marking and striping, permit modifications. Drainage improvements included modifying the existing pond located at the northeast corner of Winchester Blvd. and SR 776 and a new stormwater system to accommodate the additional pavement from the construction of the 340 LF of turn lane. SWFWMD permitting and FDOT approval was required for the intersection improvements.

W. Dearborn LID Pilot Stormwater

As project manager for the Englewood CRA, Mr. Maheu headed the first of its kind 100% low impact development drainage project in Southwest Florida. DMK designed a 100% LID system for this 69-acre commercial corridor, all within publicly owned property and existing roads rights of way. The project design incorporated landscaping, solar lighting, pervious pavers, permeable pavers and pervious concrete for sidewalks, alleys and

parking. Recognizing the need for additional on street parking DMK maximized the use of the existing right of way by converting the side streets to one-way streets and using one lane for parallel parking spaces.

Lake Hancock P-11 Structure

Contracted by the SWFWMD to conduct specified tasks within elements of a Lake Hancock Lake Level Modification as part of the Upper Peace River Minimum Flow Mitigation Strategy to provide additional storage of surface waters. Mr. Maheu was the project manager for the project and DMK performed the design and permitting services to replace the P-11 structure. As part of the hydraulic/hydrologic evaluation and analysis, DMK reviewed and assessed the 135 square mile watershed and recommended modifications to the model for use in the design and permitting of the proposed water control structure. Multiple design storm models were performed to size the proposed structure and meet the Conceptual Environmental Resource Permit conditions. Proposed design improvements included an access road to the site, tie-back levee, a 4-bay gated structure and a temporary bypass channel. The access road connected at U.S. 98 involved permitting and coordination with FDOT and the City of Lakeland. MOT plans were required to include pedestrian access during construction for the Fort Fraser trail.

Bee Ridge Road Widening

This project encompasses 2.8 miles of two lane to four lane road, East of I-75, from Mauna Loa Blvd. to Iona Road. The road improvements include a stormwater management that integrates Low Impact Development (LID) techniques. This stretch of road is located within three different drainage basins. Mr. Maheu was the project manager and DMK was the Engineer of Record, responsible for all drainage design and permitting, including the existing and proposed model for each watershed, as well as complete LID.

River Road/Winchester Intersection, Englewood, FL

DMK assisted with design and permitting of this intersection. Although both the existing River Road and the proposed Winchester were two-lane roadways, the intersection was designed and permitted as a full four-lane intersection to meet Sarasota County's policy of constructing intersections for built out conditions. The intersection as designed meets FDOT design criteria for state roads. The roadway drainage was segregated from the offsite drainage offsite to minimize treatment and land acquisition. Of major importance, was to minimize Right of Way takings and reduce to the greatest extent possible, the County's expense of relocating an existing FP&L overhead transmission line. Flood plan compensation for impacts to Gottfried Creek watershed was provided.

McCall Road Sidewalks, Englewood, FL

DMK designed a 5' sidewalk along the west side of McCall Road. The sidewalk system was intended to facilitate pedestrian traffic generated by the nearby Englewood Elementary School. An ERP was obtained from SWFWMD to mitigate minor wetland impacts.

Jacaranda Blvd. and US 41 Sidewalk Improvements, Venice, FL

Mr. Maheu served as project manager. This major intersection had no sidewalks or pedestrian crossings to facilitate pedestrian traffic east-west across Jacaranda Boulevard or north-south across US 41. The Team designed and permitted the extension of the existing sidewalks and the four roadway crossings, including handicap-free ramps and a new sidewalk along the north side of US 41 along the Publix/Beall's shopping center.

City of North Port Sidewalks

Engineering and consulting services necessary to prepare construction contract documents for the construction of the following concrete sidewalks:

- Norlendale Boulevard, from Price Boulevard to Haberland Boulevard, approximately 4,750 feet of 8'' wide sidewalk
- North side of Price Boulevard, from just of Twin Lakes Waterway to Purdue Street, approximately 800 feet of 8''wide sidewalk.
- North side of Price Boulevard, from the easterly drive into the City's Public Works Complex to the existing sidewalk at Citizen Parkway, approximately 730 feet of 8'' wide sidewalk.
- North Cranberry Boulevard, from Barry Street to North Chamberlain Boulevard, approximately 4,230 feet of 8'' wide sidewalk.
- Sydney Avenue, from the existing sidewalk at the west end to the existing sidewalk at Talon Bay Subdivision, approximately 80 feet of 5'' wide sidewalk.

Bayfront Park Mid-Block Crossing and Restricted Beach Access

Mr. Maheu was project manager and project engineer for the design and permitting of a mid-block pedestrian crosswalk at Bayfront Park in the Town of Longboat Key, FL. The park is located on the bay side of SR 769 (Gulf of Mexico Drive) and also included a gulf side parcel. The master improvements plan for the park included access to the beach parcel for patrons of the park. These access improvements required permitting through the Florida Department of Transportation and included sidewalk access, mid-block crossing with signalization, a pedestrian ramp to the beach, observation deck, and a restricted vehicular access driveway to the beach. The improvements were also permitted through FDEP for a Coastal Construction Control Line permit.

Raymond Steele

OVERVIEW:

Mr. Steele is a Sr. CADD Designer responsible for creating construction documents for roadway, drainage and utility relocation projects for DMK. He has extensive experience in Computer Aided Drafting through the U.S. Army and the Arizona Department of Transportation.

His technical experience includes the design drafting for the stormwater management systems and roadways, developing horizontal and vertical alignments, roadway templates and roadway cross-section and earthwork volume reports. In addition, he has created special roadway, stormwater and structural detail documents. He is proficient in the use of roadway modeling programs such as Civil 3-D, Microstation and GeoPAK for the design and preparation of transportation and drainage related engineering projects.

EDUCATION:

US Army

ITT Technical Institute

CERTIFICATIONS

PACP/MACP Certified

EXPERIENCE HIGHLIGHTS:

West Dearborn Street LID Pilot Stormwater

The Project's primary focus was to provide required stormwater treatment and attenuation necessary for full commercial development of individual parcels within the project area using Low Impact Design (LID) such as bioswales, cisterns, (utilized for landscape irrigation) bio retention, pervious pavement and sidewalks, pavers, etc. Responsible for creating all plan and profile sheets for the proposed 6,500 l.f. pervious concrete sidewalks and bioswales. Created paving and drainage plans for two public parking facilities totaling 153 spaces and special drainage and CMU privacy wall details. Created record drawings from survey data submitted to County for approval.

Placida Road Widening, Englewood

Mr. Steele worked directly with GWE and DMK's Stormwater Engineer in creating the project on-site and off-site stormwater design. Created existing and post design drainage maps, stormwater plan and profile sheets and proposed structure and pipe schedules. All the design and graphics were created w/ AutoCad 2013 Civil 3D.

Dearborn Street Utilities Relocate

Using AutoCAD 2012 Civil3D, created the proposed utility relocation plan & profile, and detail sheets necessary for the relocation of the water mains, vacuum sewer, sanitary forcemain, and sanitary Gravity Sewer. Created the Record drawings by combining the Contractors redlines & field notes, and the As-built Survey CAD file into one complete set of plans.

Honore Avenue, Sarasota, FL

A roadway widening and design project consisting of 2.7 miles. Utilized conventional and G.P.S. surveying methods for right-of-way control surveys, wetlands location, tree location, photogrammetric control, acquisition maps, differential leveling and topography.

Winchester/SR-776 Intersection

Design and permitting for the addition of a right turn lane to the westbound SR 776 @ Winchester Boulevard. Services include signalization and mast arm design, turn lane, design, pavement marking and striping, and permit modifications. The project included a SWFWMD permit modification and FDOT approval for work within the FDOT Right of Way. The SWFWMD permit was required for modification to the County owned stormwater pond and outfall structure to include the additional stormwater runoff from the SR776 and the right turn lane on to Winchester Boulevard.

Burnt Store Road Widening, Charlotte County

Design and permitting the off-site drainage improvements for the expansion of a two-lane roadway, to a four-lane Urban Arterial from the Charlotte/Lee County Line to 3,200 feet north of Zemel Road. The limits of construction contained approximately 2.66 miles of roadway improvements. Engineering services also included structural design of several box culverts and 160 linear feet of retaining wall. Structural designs were prepared to FDOT standards using MathCAD and the FDOT Load and Resistance Factor Design (LRFD) templates. All culvert designs included associated headwalls, cutoff walls, and wing walls. Reinforcement schedules and quantities were provided for all structural designs.

Bee Ridge Road Widening Stormwater and LID Design, Sarasota County

This project encompasses 2.8 miles of two lane to four lane road, East of I-75, from Mauna Loa Blvd. to Iona Road. The road improvements included a stormwater management plan that integrates Low Impact Development (LID) techniques. This stretch of road is located within three different drainage basins. Mr. Steele was responsible for creating all drainage maps, plan and profile, drainage details and stormwater structures and pipe schedules. All project design and graphics were created with AutoCad 2013 Civil 3D.

Alexandra DeUnger, E.I.T.

OVERVIEW:

Ms. DeUnger is an Engineer in Training, working with the professional engineers at DMK to assist in civil and environmental design solutions. She has experience working as a water resources engineer, designing stormwater drainage in MicroStation for US highways and interstates. She is skilled in drafting and designing drainage ditches, ponds, and pipe networks for roadways. Additionally, she supports Project Managers with drainage calculations, reports, scheduling, permitting, and client communication.

EDUCATION:

Bachelor of Science
Environmental Engineering
University of Central Florida, 2018

EXPERIENCE HIGHLIGHTS:

Widening of U.S. Highway 321, Raleigh, NC

Assisted the Project Manager, to plan, organize, and design professional stormwater drainage for the widening of US highway 321 from two lanes to four lanes. The project spans across (U-4700A) Caldwell, Catawba, and Burke Counties in NC. The proposed widening is 13.5 miles long from US 70 in Hickory to Southwest Boulevard in Lenoir.

Widening of I-40, Raleigh, NC

Support the design team with professional stormwater drainage design for the widening of a 12 mile stretch on I-40 from Raleigh to I-40/NC 42 interchange in Clayton. The interstate widening project included several box culverts, bridges, overpasses, and widening from three lanes to four/five lanes. Contributed to project (I-5111) submittals, design plans and reports for NCDOT.

University of North Carolina at Chapel Hill, Raleigh, NC

Helped professional team of Engineers with utility coordination, stormwater infrastructure reports, surface and construction administration for the central campus project consisting of a football practice facility, soccer and lacrosse stadium.

Lifetime Athletic, Houston, TX

Construction material testing for the new construction of a Lifetime Athletic facility. Performed field concrete, dynamic cone penetrometer, and soils density testing. Oversaw the daily construction activities of construction contractors on project site. Supported Project Managers with field reports and scheduling. Assisted lab manager with soils and concrete laboratory testing and reports.

Mary Ann Lind, P.E.

OVERVIEW:

Ms. Lind works primarily in the area of water resources engineering including utility and stormwater projects. Her expertise has given her extensive experience with ArcGIS, AutoCAD and ICPR 4 software. She is proficient at large-scale model updates and knows how to interface modeling software with the GIS platforms used by local municipalities.

She is responsible for the design and permitting of utilities, roadway stormwater collection systems and stormwater systems for projects such as residential subdivisions, commercial site developments, rehabilitation of public schools, redesign of deficient residential stormwater systems and stormwater projects associated with public works projects.

EDUCATION:

Bachelor of Science, Civil Engineering
University of South Florida.

Master of Civil Engineering/Water Resources
University of South Florida

REGISTRATIONS:

Florida Registered Civil Engineer
License No. 58093

AFFILIATIONS:

Florida Engineering Society
American Public Works Association

CERTIFICATIONS:

ICPR 4

ASCE GIS for Hydraulic and Hydrologic Modeling

EXPERIENCE HIGHLIGHTS:

Coon Key Murt & Water Main Replacement

DMK designed and permitted the MURT and bike lanes located on Coon Key between the Coon Key bridge and Washington Drive for the City of Sarasota. The scope of services included the preparation of detailed construction drawings and all documentation needed to support the design and bid the project. In addition, DMK performed all the necessary survey work. Since the project was located in FDOT right-of-way it was constructed through a local agency agreement with the FDOT and was designed to FDOT standards. The project design was successfully completed in 2017 and is currently out to bid for construction.

Taylor Ranch Water Main-Venice, FL

Engineering services for installation of 950 linear feet of 10" potable water main extension between National Boulevard and Taylor Ranch School. Services included survey, geotechnical investigation, environmental permitting, design, bid and construction inspection. DMK's Survey department provided a boundary and topographical survey of the easement for a watermain extension which also included delineation of a wetland boundary and the location of existing stormwater, water and wastewater utilities

Lakewood Ranch Stewardship District – School Avenue

DMK was retained by Lakewood Ranch Stewardship District to design and permit approximately 4300 LF of roadway inclusive of associated improvements such as stormwater and utility infrastructures. Ms. Lind is assisting in the design of the stormwater facilities which includes importing the Mill Creek ICPR 4 watershed model, exporting data from ICPR 4 in ArcView format for model manipulation. The ArcView model was modified for the proposed roadway and stormwater improvements and imported back into ICPR 4 for stormwater modeling.

Bee Ridge Road Widening

This project encompasses 2.8 miles of two lane to four lane road, East of I-75, from Mauna Loa Blvd. to Iona Road. The road improvements included a stormwater management that integrated Low Impact Development (LID) techniques. This stretch of road is located within two different watersheds. DMK was the Engineer of Record responsible for drainage design and permitting, including the existing and proposed models, as well as complete LID. Ms. Lind revised Sarasota County's Phillippi Creek Watershed ArcView and ICPR models for the proposed improvements. Data was exported in many formats to satisfy Sarasota County GIS requirements. SWFWMD and Sarasota County was extensively involved in the review of the ArcView and ICPR models.

Engineer of Record- City of North Port

DMK has been Engineer of Record for the City of North Port since 2015. The scope of these projects includes all aspects of roadway and drainage infrastructure, public works, and parks and recreation. Several projects have involved major drainage structure replacements within the canal system. Ms. Lind has used the Big Slough ArcView model to extract data to be used in ICPR modeling for various projects within the City. The City is actively involved in the review of these projects.

Venice Avenue Drainage

DMK was retained by the City of Venice to design drainage improvements for Venice Avenue and the surrounding area between US41 business bypass and the Intracoastal Waterway, a project for which the City had secured a grant. This part of the Venice Avenue corridor had been experiencing serious flooding. DMK prepared construction plans in accordance with modeling criteria for the upgrade of existing drainage to 100- year flood conditions. Our design called for the placement of new drainage structures and the upgrade of existing culverts picking up the street and off-street drainage and conveying it to Hatchett Creek. Challenges were addressed in the form of upsizing existing drainage pipes within a highly improved roadway system, avoidance of conflicts with other existing utilities in this densely occupied right of way, installation of new drainage curb structures and construction of a revised outfall into Hatchett Creek.

Rotonda Weirs

DMK was selected by Charlotte County Public Works to investigate the failure of two existing weirs and the associated filter systems in the Rotonda Saint Andrews Subdivision and to complete the design and permitting of two new structures. The County's intent was to remove the two structures and relocate them further from Coral Creek, within the developed Rotonda area. Survey included providing all necessary information to complete the Coral Creek hydraulic model including the Buck Creek outfall, various pipes and structures, existing weirs and tributary canals, the relocation area and all flagged

utilities. DMK reviewed the existing ICPR model for the Rotonda area and modified it to support the design elevations for the project structures. Pre- and post-project simulations were conducted for the mean annual, 5-year, 25-year, and 100-year, 24-hour design storm events. Model documentation and output was provided and incorporated into the FDEP ERP application package. Additional permitting was required through ACOE. DMK obtained the FDEP and ACOE permits for the project. Public meetings were held to ensure that all concerns were heard and subsequent meetings allowed for residents to follow project progress. DMK performed bid and construction phase services.

Atwater Drainage Improvements, Pt. Charlotte

Installation of a closed drainage system along the west side of Atwater Street and along the north side of Peachland Boulevard. This stormwater retrofit project involved using the existing Charlotte County ICPR stormwater Alligator Creek Basin model. The model was updated using field and survey data and refined for the existing conditions. The ICPR model was then revised for the proposed conditions to upgrade the existing stormwater system to alleviate the flooding without showing downstream impacts. All work was completed and permitted through SWFWMD using the “No Permit Required” process.

W. Dearborn Street LID Stormwater

The Project’s primary focus was to provide required stormwater treatment and attenuation necessary for full commercial development of individual parcels within the project area through the use of Low Impact Design (LID) such as bioswales, cisterns, bio retention, pervious pavement and sidewalks, pavers, etc.

Timothy E. Roane, P.E.

OVERVIEW:

Tim Roane is a licensed professional civil engineer in the state of Florida with 20 years' experience. His experience ranges from project management, stormwater design, utility design and general site/civil engineering to permitting and construction management. Through his extensive knowledge of design aids, such as Auto CAD, ICPR, Modret, and Water CAD he has designed and permitted a diverse background of projects ranging from regional stormwater facilities, schools, parks, water mains, lift stations and force main utilities. Mr. Roane's areas of expertise include but are not limited to design and permitting of the following: construction plans, regional stormwater management facilities, reuse storage ponds, floodplain compensation facilities, potable water distribution systems, and wastewater collection/transmission systems.

During his career, Mr. Roane has permitted numerous projects through Sarasota County, Southwest Florida Water Management District, Department of Health and the Florida Department of Environmental Protection.

EDUCATION:

Bachelor of Science, Civil Engineering, University of South Florida

REGISTRATIONS:

Florida Professional Engineering License No. 63113

AFFILIATIONS:

American Society of Civil Engineers

Peace River Engineering Society, Past President

Sarasota County Stormwater Environmental Utility Advisory Committee (Past Member)

Florida Stormwater Association

Gulf Coast Builders Exchange

EXPERIENCE HIGHLIGHTS:

Punta Gorda Center

This project consisted of the design and permitting of the redevelopment of a 9.35-acre site owned and operated by the Charlotte County School Board. The project included demolition of obsolete School Board offices and the operation & maintenance center, and the construction of a brand-new service center including bus fueling facility, storage and service warehouse, offices buildings and expansive parking lots.

Sarasota High School – Vacation of Public Right-of-way (School Avenue)

This project consisted of the preparation of survey sketch and descriptions and utility easements for the proposed vacation of public right-of-way for School Avenue at Sarasota High School. Th limits of the vacation are from Hatton Drive to Tami Sola Street. Additionally, the project included utility coordination and coordination through the City of Sarasota.

Burnt Store Road Widening

This project consisted of the design and reconstruction of a two-lane roadway, to a four-lane Urban Arterial and contains approximately 2.66 miles of roadway improvements. DMK was specifically tasked with the design and permitting of the off-site stormwater conveyance system. The objective was to design a stormwater system that conveys peak flows from the surrounding watershed through the proposed project area during a 100-year/24-hour storm event and has the capacity to accept the controlled discharge from the proposed Burnt Store Road improvement project. To demonstrate that the proposed design met the objectives of the project, a pre/post comparison of existing and proposed conditions, 100-year flood elevations was performed to prove that the proposed roadway project does not adversely impact the surrounding watershed during the 100-year/24-hour storm event. The comparison of the pre/post 100-year/24-hour flood elevations demonstrated that no adverse off-site impacts occurred within the watershed during the

100-year/24-hour event. Therefore the off-site conveyances were properly designed to accommodate the off-site flows from a 100-year event and accept the controlled discharge from the proposed Burnt Store Road improvement project.

Bee Ridge Road Widening

This project encompassed 2.8 miles of two lane to four lane road, East of I-75, from Mauna Loa Blvd. to Iona Road. The road improvements include a stormwater management that integrates Low Impact Development (LID) techniques. This stretch of road is located within three different drainage basins. DMK is the Engineer of record, responsible for all drainage design and permitting, including the existing and proposed model for each watershed, as well as complete LID.

City of North Port Sidewalks

Engineering and consulting services necessary to prepare construction contract documents for the construction of the following concrete sidewalks:

- Norlendale Boulevard, from Price Boulevard to Haberland Boulevard, approximately 4,750 feet of 8'' wide sidewalk
- North side of Price Boulevard, from just of Twin Lakes Waterway to Purdue Street, approximately 800 feet of 8''wide sidewalk.
- North side of Price Boulevard, from the easterly drive into the City's Public Works Complex to the existing sidewalk at Citizen Parkway, approximately 730 feet of 8'' wide sidewalk.
- North Cranberry Boulevard, from Barry Street to North Chamberlain Boulevard, approximately 4,230 feet of 8'' wide sidewalk.
- Sydney Avenue, from the existing sidewalk at the west end to the existing sidewalk at Talon Bay Subdivision, approximately 80 feet of 5'' wide sidewalk.

Palm Bay Road Drainage Analysis, City of Palm Bay, FL

Bayfront Community Redevelopment Agency (BCRA), Drainage Engineer. As part of the BCRA Redevelopment Plan, the need for improving Palm Bay Road to create a village atmosphere was identified. Provided an analysis to determine what roadway improvements can be done and what stormwater requirements will be needed. This analysis will assist the BCRA in establishing the feasibility and budgeting to continue this project to construction.

Palm Bay Road, City of Palm Bay, FL

As part of the BCRA Redevelopment Plan, provided an analysis to determine what roadway improvements can be done and what stormwater improvements will be needed. As the project drainage engineer, Tim was responsible for preparing a drainage alternatives analysis for the roadway project which consists of the reconstruction of 1.5 miles of two lane rural cross section to a two lane urban cross section with closed

drainage, sidewalks, on-street parking, roundabout, landscaping, hardscape and lighting improvements. This stretch of roadway goes from Robert J. Conlan Boulevard to highway U.S. 1 and is the focal point of Palm Bay Village. The alternatives analysis includes analyzing three (3) drainage alternatives. Alternative I consists of designing on-site dry detention within the existing right-of-way. Alternative II consists of utilizing existing stormwater flood relief ponds for wet detention stormwater quality treatment. Alternative III consists of analyzing off-site compensatory treatment in a proposed wet detention system. As part of the analysis Tim was responsible for coordination with the SJRWMD, The City of Palm Bay and the BCRA. This analysis will assist the BCRA in establishing the feasibility and budgeting to continue the roadway project to construction.

West Villages Parkway, Segment A – North Port, Fl

The West Villages Improvement District, Project Engineer. West Villages Parkway is the main thoroughfare through The West Villages of North Port. Segment A extends from U.S. 41 to Segment C approximately 0.8 miles. Construction management services for the multi-lane roadway were performed to proved assurance to the owner that the contractor was constructing the project in general conformance with the design and permit documents. Construction Management Services included the preparation of contract documents, pre-bid meetings with contractors, bid tabulation and notice of award, preparation of written technical specifications, shop drawing review, construction meetings, construction observation and reporting, pay application review, recommendations for defective work, change order review, notice of final acceptance, and final certifications.

West Villages Parkway, Segment B – North Port, Fl

The West Villages Improvement District, Project Engineer. West Villages Parkway is the main thoroughfare through The West Villages of North Port. Segment B extends from River Road to U.S. 41 approximately 0.9 miles. Construction management services for the multi-lane roadway were performed to proved assurance to the owner that the contractor was constructing the project in general conformance with the design and permit documents. Construction Management Services included the preparation of contract documents, pre-bid meetings with contractors, bid tabulation and notice of award, preparation of written technical specifications, shop drawing review, construction meetings, construction observation and reporting, pay application review, recommendations for defective work, change order review, notice of final acceptance, and final certifications.

Warren A. McLeod, P.S.M.

OVERVIEW:

Mr. Warren McLeod is a Principal and Senior Vice President of DMK Associates, Inc. in charge of surveying's field and office operations, contract finances and project approach.

He is a licensed Professional Surveyor and Mapper with over 37 years of experience in Southwest Florida. His expertise involves considerable public and private sector projects including roadway expansions, residential developments, school facilities, parks, utility main extensions, fire stations, industrial sites, retail centers, marinas, golf courses and land easement preparation.

EDUCATION:

College Level Coursework in Business and Surveying Computations

REGISTRATIONS:

Florida Professional Surveyor and mapping License No. LS4855

AFFILIATIONS:

Florida Society of Professional Surveyors and Mappers
National Society of Professional Surveyors

EXPERIENCE HIGHLIGHTS:

Charlotte County Vertical Control Network

DMK was selected by Charlotte County Public Works to perform all surveying services for the expansion of the Vertical Control Network. The purpose of this leveling project along highways, streets and county roads is to densify the vertical control for use in the establishment of the FEMA Flood Insurance Program and to add benchmarks for inclusion in the National Spatial Reference System (NSARS). The leveling will support many types of surveys requiring highly specific accuracy. The network will also allow for the improvements of the geoid model, better heights for flood mapping projects, highway evacuation surveys, emergency management and future projects by other agencies.

Booker High School/Orange Avenue Realignment

DMK Survey staff provided onsite survey services for the Booker HS project including boundary and topographic surveys for onsite and offsite areas. DMK also provided the survey for the re-routing of Orange Avenue Right of Way and property acquisition plats for lots adjacent to Orange Avenue that were required for the construction of new Orange Avenue. In addition, DMK provided sketch and descriptions for the bonds that were issued for the construction of the proposed improvements. DMK also provided construction staking during construction of the project.

Placida Road Widening

Design and reconstruction of a two-lane roadway, to a four-lane urban arterial from Rotonda West Boulevard to Cape Haze Drive, a distance of approximately 2.87 miles.

DMK prepared a right of way control survey for this corridor, followed by a complete topographic survey of the existing right of way and an additional 50' on each side, including a cross-section every 100'. The three parcels identified for the stormwater retention were boundary surveyed with topography. The location of all 40 proposed soil borings for the project were staked in the field.

The existing utilities along the corridor were located as flagged. Following preliminary design, the DMK survey department prepared preliminary and final ROW acquisition

maps together with legal property descriptions and sketches of all proposed property acquisition and easements required for the project.

Center Road

A roadway widening and design project consisting of 3.0 miles. Staff utilized conventional and G.P.S. surveying methods for right-of-way control surveys, wetlands location, tree location, photogrammetric control, acquisition maps, differential leveling and topography.

W. Dearborn Street LID Storm Water Pilot Project

As consultant to Sarasota County, DMK designed and permitted the first 100% LID drainage project, in Southwest Florida, covering an area of 80 acres. As part of the project, DMK survey crews provided a complete survey of all the roads, as well as five County owned parcels that were intended for parking and a Veterans Memorial complex. The survey consisted of horizontal and vertical controls, locating all roads Right of Ways and property corners, and a topographic survey covering the five parcels, as well as the roads ROW and 20 feet beyond the ROW. Following design and permitting, DMK prepared over 170 sketches and legal descriptions for temporary or permanent easements along the route and flagged the respective easements as requested by various property owners. During construction DMK staked all proposed improvements and upon installation, surveyed the as-builts of these improvements.

Bocilla Utilities Survey

Prepare a Submerged Utility Easement for underground directional boring under Buck Creek and provided horizontal and vertical control along Placida Road and along Panama Boulevard to the Intracoastal Waterway, pump booster station and right-of-way easement approximate project length 4,500 +/- L.F.

City of Punta Gorda Force Main Design Survey

Provided a right-of-way control and topographic survey of portions of the City's roads in preparation of a 12" utility force main design. The survey included references of found corners, section corners, section quarter corners, street center line points of intersection, parcel corners and other related control points of reference. Provide mapping of all visible improvements in road right-of-way with topographic cross-section.

Robert Stanley, P.E.

OVERVIEW:

Mr. Stanley is a Senior Project Manager and Associate with DMK Associates, Inc. responsible for utilities projects. He has over 40 years' experience in the management, design and support of process facilities, utilities piping, and specialty equipment. He has received two US patents.

EDUCATION:

Bachelor of Science, Mechanical Engineering,
Ohio University, 1975

REGISTRATIONS:

Professional Engineer, Florida No. 62505

CERTIFICATIONS:

PACP/MACP/LACP Certified

AFFILIATIONS:

American Water Works Association

EXPERIENCE HIGHLIGHTS:

Taylor Ranch School Water Main Extension

Engineering services for installation of 950 linear feet of 10" potable water main extension between National Boulevard and Taylor Ranch School. Services included survey, geotechnical investigation, environmental permitting, design, bid and construction inspection. DMK's Survey department provided a boundary and topographical survey of the easement for a watermain extension which also included delineation of a wetland boundary and the location of existing stormwater, water and wastewater utilities.

Loop Phase 1A Interconnect

Following a feasibility study completed by Charlotte County Utilities, the Peace River Manasota Regional Water Supply Authority obtained financing support from SWFWMD and moved forward with the design and permitting of this 12-mile 24" pipeline Regional Integrated Loop System that will connect the water supply systems of the PRMRWSA, Charlotte County and the City of Punta Gorda. The crossing of Peace River, approximately 7,200 feet, was designed and successfully permitted as an open cut across the River.

The project includes an above ground storage tank, together with a high service pumping system, controls, chemical adjustment and point of delivery meters. The pumping system is a variable frequency system designed to provide minimum maintenance flows of 0.5 MGD, as well as to deliver up to 6 MGD between the Peace River Plant, owned by the Peace River Authority and the City of Punta Gorda Shell Creek Water Plant, while providing a number of tie-in points into the Charlotte County transmission system.

Permitting involved practically every regulatory agency in the State of Florida as well as the US Corps of Engineers, EPA and the US Coast Guard. Construction began in March 2011 and was completed in September of 2013.

Discovery Drive Meter

DMK completed the design drawings for an additional meter on the Phase 1A Pipeline. DMK prepared and submitted the FDEP watermain construction permit application, subcontracted a gopher tortoise survey and submitted the FWG gopher tortoise permit application as well as prepared and submitted the DRC permit application for the meter.

City of Cape Coral Water Main Interconnect

Charlotte County Utilities constructed an interconnect capable of providing 4 MGD of bulk water between the City of Cape Coral and the County. The interconnect took place along Burnt Store Road and involved a water line connection and a flow meter at the Charlotte-Lee County line, and approximately 1,100 feet of water line along Burnt Store Road, to the existing Burnt Store R.O. Water Treatment Plant. This project was coordinated with the Charlotte County-City of Punta Gorda interconnect project. As CCU's consultant, DMK evaluated several alternative water main locations along Burnt Store Road and recommended the most feasible alternative to the County. DMK prepared preliminary plans, as well as final construction plans, and permitting services during bidding and construction

Water System Modeling Charlotte County Utilities

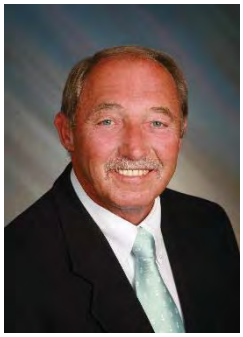
Completed various Water CADD system models to support ongoing upgrades of the CCU water system. These included an evaluation of pump station flows at increased demand, and evaluation of an emergency interconnect with the Englewood Water District.

Rotonda Villas Water and Sewer System Evaluation

Conducted an evaluation of the design and operational readiness of the water and sewer systems in a 3580-lot subdivision. The systems were constructed 13 years ago under dry system permits and the property owners were requesting activation. Activities included development of a test and inspection plan, oversight of environmental and geotechnical surveys of the project areas, investigation of historical aerial photographs and previous dredge permits. Reviewed and compiled the technical information from these investigations and prepared the joint applications packages for submittal to FDEP for permit exemption.

Larry Allen

OVERVIEW:



Mr. Allen is the Manager of Construction Services for DMK. He provides constructability review of plans, coordinates inspection, and provides status reports to Project Managers. Mr. Allen has over 40 years of experience covering multiple disciplines including construction engineering and inspection, project management positions and 13 years as a company principal. He has been involved in all aspects of civil engineering including transportation, stormwater systems, and planning projects as designer, project engineer and project manager, land development, water distribution and transmission systems, wastewater collection and transmission systems.

EDUCATION:

Iowa Tech College
Brunswick Jr. College
Parsons College

CERTIFICATIONS:

FDEP Qualified Stormwater Management Inspector

EXPERIENCE HIGHLIGHTS:

West Dearborn Street Utility Relocations

The project included relocating or adjusting the Englewood Water District's (EWD) system of water and sewer lines along the approximately 3 miles of roadways. DMK determined the appropriate adjustments to minimize and solve the conflicts between the LID stormwater improvements and EWD lines. Mr. Allen provided CEI services.

North Manasota Gardens Drainage Improvements

This project was designed to intercept all drainage areas north of Hudson Street and redirect them west along Hudson Street to the Bay, using an equivalent 48" pipe. To minimize impact to the Bay, the pipe discharged into an energy dissipating/sediment control basin.
DMK also performed construction inspection services on this project.

South Manasota Key Drainage Improvement

An existing residential neighborhood toward the south end of Manasota Key experienced flooding included residential structural flooding and extensive roadway flooding. The neighborhood had no existing stormwater system and was completely built out. DMK completed a drainage study and survey of the area for development of the existing conditions model and for the basis of the construction plans. An ICPR model was developed to mimic the existing conditions and to verify the historical conditions of flooding. Several proposed alternatives were developed and evaluated for a cost benefit analysis, and to minimize residential and real property impacts. Final design included the stormwater improvements, water quality treatment units to remove sediments and oils from the runoff, design of an 8" water main and other miscellaneous utility relocations. DMK provided engineer of record services and complete inspection services.

Winchester Boulevard Intersection Improvements Utility Relocation

DMK was contracted by Englewood Water District for the relocation of water and sewer utilities to accommodate the intersection improvements at SR 776 and Winchester Boulevard. Services

include design and permitting, utility relocation plans, bid phase services, construction phase services and as built certification.

Orange Avenue Realignment, Sarasota, FL

The renovation and expansion of Booker High School required that Orange Avenue, a two-lane roadway, be relocated. The design and permitting was completed by DMK and Mr. Allen provided periodic inspection of the construction work.

Bobcat Trail Roadway Inspection & Report

DMK inspected all paved roads within Bobcat Trail subdivision and Bobcat Village Center and provided photographs and notes of deficiencies of the pavement, curbing and catch basins. DMK then prepared of report of findings and repair recommendations with an opinion of probable future repairs and costs.

Dearborn Street Widening CEI, Englewood

Site inspection and contract administration for the relocation of water, sewer and raw water main associated with the widening of Dearborn Street from two to four lanes. Services included daily inspection reports, pay item quantity measurements, conflict resolution, pay request review and approval, change order preparing and contract administration and coordination with the contractor and County. This project involved a Joint Project Agreement between Englewood Water District and Sarasota County which required special coordination through the roadway CEI team and contractor as well as the utilization of Sarasota County's Primavera Expedition web-based software for project documentation.

Tanase Bude, E.I.

OVERVIEW:

Mr. Bude has 40 years' experience in the civil engineering field, seven of which he served as a Permitting Engineer for SWFWMD. In that capacity he reviewed, analyzed and evaluated permit issuance and District Rules Compliance. His technical experience includes engineering drawings, calculations and construction estimating; engineering and environmental studies involving SWFWMD's water control facilities; overseer of inspection and maintenance programs; developed, tested and implemented emergency action plans as well as AdICPR, CHAN, TR55 and BRN modeling. Additionally, he completed mounding analysis computer models using Pond and Modret software. He is well versed in Best Management Practices (BMP) design.

EDUCATION:

Bachelor of Science, Civil Engineering Land Reclamation University of Construction – Bucharest Romania

Master of Science/Water Resources Engineering University of Guelph, Ontario Canada

EXPERIENCE HIGHLIGHTS:

Reclaimed Water Main at Payne Park

Project for the City of Sarasota which included the monitoring of high-density polyethylene pipe fusion. Monitoring and inspecting the installation of appurtenances. Inspection of the horizontal boring drilling. Hydrostatic test pressure monitoring.

Siesta Key Water Meter Replacement

As consultant to Sarasota County, DMK provided CEI services related to six large water meter replacements for Jamaica Royale, Harbor Towers, Casa Blanca, Siesta Dunes, Bay Oaks and Sea Shell Condo. DMK provided field engineering inspection, shop drawing review, progress meetings and certification of quantities.

National Boulevard & Taylor Ranch Water Looping

On this project for Sarasota County, DMK provided construction engineering inspection including hydration pressure tests, inspection of all appurtenances to be in accordance with the County of Sarasota's technical specifications.

Landings I & II, Riverview, Goldenrod, Beneva/Webber Lift Station Rehabs

CEI services for the construction of the lift station rehabilitation including above and below ground piping, protective liners or coatings, pumps, manholes, electrical controls and bypass pumping.

USAID Engineering, Quality Assurance and Logistical Support Program (EQUALS).

Senior Water Resources Engineer- Afghanistan Ministry of Energy and Water Adviser. As part of USAID-EQUALS Program-Afghanistan, embedded with the Afghanistan Ministry of Energy and Water (MEW)–Design and Project Management Group in Kabul. The MEW presently has water resources development plans, the design and construction of five dams of multipurpose use with approximately $ 450 Million investment for water supply, flood mitigation, hydropower generation.

Provide Quality Assurance, including review of construction drawings and endorsing calculations, technical data sent by general contractors, projects contract, project's monthly progress and other documents. Verify calculations regarding the irrigation channels conveyance capacity, control structures, water budget, crop rotation, irrigation scheduling.

Develop technical reports regarding proposed design modification related to projects value engineering approach, suggestions, observations, calculations and solutions.
Work with the Planning Department on development plans for future water resources projects, and develop Requests for Proposals for consultants and contractors.
Conduct field visits to determine field work progress and solve different technical problems.

Participate in sub-contractors bidding selection meetings, in solving project's issues with general contractors, sub-contractors and meetings with Afghanistan's MEW
international donors (Asian Development Bank-ADB, World Bank-WB, USAID) related to projects in construction or design phase.

Work with the design department, advising on water resources projects calculations, technical specifications, type of equipment and any issue which appear at the time of the design and construction.

01/2009 – 09/2011: DMK Associates, Inc.
Engineering and Surveying
Venice, Florida, USA. Project Engineer

Design, calculate and produce construction plans and drawings for storm water drainage systems, water supply, grading plans and roadways for new developments and/or rehabilitation of the existing residential and commercial developments.
Design water reservoirs and associated dam/levee including: lake/reservoir's watershed hydrologic/hydraulic modeling and hydrographs routing, design/sizing of stilling basin, energy dissipater, emergency spillways, water control gates, slope stability revetments and lakes/canals dredging profiles.

Develop hydrologic/hydraulic studies and computer models for river's basin management. The studies include: river minimum flows and levels (MFL) determination, probable maximum precipitation (PMP), probable maximum flood (PMF), peak discharge rates and stages/levels for different frequency, and storm durations at given points of the river/watershed. Determine water budget study considering urban and rural development. Software used: US Army Corp of Engineers: HEC-RAS, HEC-HMS, HMR 52, HEC-GeoHMS and Arc Hydro (GIS Application).

Develop construction schedules, verify contractor's shop drawings and perform field inspection, budget analysis and provide mitigation for field construction conflicts. Prepare project's permits documentation for regulatory agencies.

Mark Bertoncini, PE

QA/QC Manager

Mark is the Director of Transportation for VHB's Orlando office. He oversees all technical, quality, cost, and scheduling tasks related to transportation design and improvement projects. For more than three decades, Mark has either managed or performed every aspect of work related to the design of roadway infrastructure projects. His personal style involves a hands-on approach guiding teams towards project completion.

Education

BS, Civil Engineering, University of Rhode Island, 1983

Registrations/Certifications

Professional Engineer (Civil) FL, 2005

Professional Engineer (Civil) GA, 2017

Professional Engineer (Civil) RI, 1988

Professional Engineer (Civil) MA, 1989

Affiliations/Memberships

American Society of Civil Engineers

Florida Engineering Society

National Society of Professional Engineers

American Society of Highway Engineers, Central Florida

Design-Build Institute of America, Central Florida, 2010

Florida Institute of Consulting Engineers, Region 3

35 years of professional experience

Advanced Transportation Management System Phase IV, Sarasota County, FL

Sarasota County is in the process of deploying a countywide Advanced Traffic Management System (ATMS) with new traffic signal cabinets and controllers, fiber optic Gigabit Ethernet (Gig-E) communication infrastructure, closed circuit television (CCTV), central ATMS software, and central ATMS hardware. This system is being installed in multiple phases with Phase I, II, and III already under contract and currently being designed and constructed. The county decided to procure Phase IV as a design-build project after receiving LAP funds through FDOT District 1. Mark served as Project Manager for the preparation of a design-build criteria package for the Phase IV expansion, which included development of the RFP, specifications, concept plans, PSEMP, CONCOPS, RVTM, ADA improvements, CCTVs, and a fiber optic network. He also served as the County's point of contact and coordinated all efforts of staff and deliverables. VHB also served as advisors during the selection process.

Florida Avenue Improvements and SR 434 Gateway Improvements, Winter Springs, FL

The City of Winter Springs has been improving the SR 434 corridor over the past few years by upgrading streetscape elements and pedestrian amenities. As part of this ongoing effort, VHB was selected by the City of Winter Springs to develop a gateway entrance on SR 434 just east of the US 17-92 intersection. The goal was to introduce landscape and streetscape elements, decorative signing and lighting, improved sidewalks, and upgraded bus stops with shelters. VHB worked with the City of Longwood, Seminole County, and the Florida Department of Transportation (FDOT) to obtain consensus as all three entities converge at this location. Mark was the Project Manager for this scope of work.

Clara Lee/Evans Way Intersection Improvements, Seminole County, FL

The City of Oviedo wanted a gateway entrance into their newest development, Oviedo on the Park (OOTP). They turned to VHB to design the intersection improvements to include a new decorative traffic signal system, paver cross walks, sidewalks, and turn lanes. Mark served as the project engineer, responsible for designing the improvements and obtaining the required environmental permits from the St. Johns River Water Management District SJRWMD). The interesting aspect of this project was the OOTP project was advancing quickly and VHB had to catch up so that the new Clara Lee/Evans Way intersection was up and running at the same time the OOTP approach road was being completed. VHB completed the design and permitting of the project in

five months and gave the city the opportunity to bid the project in advance of the OOTP project being complete.

City of Altamonte Springs, Orienta Avenue (a.k.a. Amanda Street) Connection, Seminole County, FL
Mark served as a QA/QC Manager on this engineering analysis for the East Town Center Transportation project to provide continuous vehicular and pedestrian access with full ADA compliance for the roadway connections between Marker Street and Jackson Street, along Amanda Street, east of the SunRail line. The goal was to develop a typical section with complete street features such as wide sidewalks, bike lanes, access to transit facilities, frequent pedestrian crossing opportunities, accessible pedestrian signals, curb extensions, curb ramps, driveway connections, and traffic calming features such as narrow travel lanes, and landscape and streetscape amenities.

FDOT District 5, A1A Corridor Improvements, Brevard County, FL
FDOT District 5 retained VHB to develop final design plans for 3R safety improvements along the SR A1A Corridor. As Project Manager, Mark's goal of the project is to extend the life of the pavement, eliminate roadside hazards, and improve pedestrian facilities through sidewalk upgrades and traffic signal improvements along this heavily traveled corridor. VHB is conducting an ADA compliance survey to identify deficiencies that need to be corrected along the corridor. One of the key challenges for this project is the integration of pedestrian and bike safety at intersections.

Mitchell Hammock Road Streetscape Improvements, Oviedo, FL
Mark was the Project Manager for 1,100 feet of milling and resurfacing and hardscape improvements at the busy intersection of State Road 434 and Mitchell Hammock Road. This is a key intersection for the City of Oviedo, and this project considered to be the example of how other city intersections would be upgraded in the future. Mark's responsibilities included managing the design of the milling and resurfacing limits, coordination of the design of the stamped asphalt and bus stop pads, addition of 500 feet of sidewalk and gravity wall, signing and pavement marking plans, and maintenance of traffic. Other improvements included upgrades to lighting fixtures, loop replacement, bicycle racks, and landscaping and irrigation improvements.

FDOT District 5, SR 500 at SR 464, Marion County, FL
Mark is the Project Manager tasked with making improvements to a six-lane undivided urban principle arterial roadway running north-south through Ocala. Currently the road is operating at a Level of Service of 'D,' which has warranted the roadway improvements. The improvements include widening to provide dual left-turns and a designated right-turn lane for northbound SR 500 to alleviate congestion and allow better service for all northbound movements through the SR 464 intersection. Due to the widening minor drainage improvements and relocation of existing roadway, lighting will also be necessary. The intersection will be upgraded from a span wire control by installing four new mast arms. Coordination with the local transportation planning organization for additional improvements including decorative lighting, irrigation, and patterned pavement is currently taking place.

Dante Gabriel, PE, PTOE

Principal Engineer

Education

MS, Civil Engineering, University of Minnesota, 1982

BS, Civil Engineering, University of the Philippines, 1979

Registrations/Certifications

Professional Engineer (Civil) FL, 1986

Professional Engineer GA, 2013

Professional Traffic Operations Engineer, 2011

Affiliations/Memberships

Institute of Transportation Engineers, Florida Section

Dante is a Principal who serves as Project Manager, Principal-in-Charge, and Technical Advisor to traffic engineering design activities, traffic operations studies, resort planning, traffic impact studies, and the administrative functions of the firm. Dante is experienced in all facets of traffic engineering and transportation planning activities. He is responsible for all production work involving traffic operations studies, traffic signal systems and signal timing, pavement markings and signing plans, maintenance of traffic plans, lighting plans, parking, Intelligent Transportation System (ITS) Design, and other design activities. He was also involved in the development of traffic elements for Developments of Regional Impact (DRIs), comprehensive plans, specific area plans, transportation modeling and design traffic projects, roadway corridor preliminary engineering studies, and other studies involving assessment of traffic impacts of site development projects. Dante has managed several continuing services contracts for FDOT, counties, and local municipalities. These continuing services projects include traffic operations studies, signal retiming, transportation modeling support, design traffic for Project Development and Environment (PD&E) Studies, airport and resort traffic circulation master planning, and eminent domain support.

36 years of professional experience

FDOT District 1, SR 739 (Metro Parkway) from Daniels Parkway to Six Mile Cypress Parkway, Lee County, FL

Dante prepared the traffic analysis, signalization, and roadway lighting design plans for this six-lane arterial corridor. The project extended from Daniels Parkway to Six Mile Cypress Parkway, a distance of 1.4 miles. He completed the traffic data collection and traffic data analysis to obtain the necessary intersection geometry to accommodate the project design year traffic volumes. Dante completed design activities that included the use of mast arm poles, fiber optic communications cable, and conventional aluminum shoulder mounted light poles. Work efforts included photometric analysis and design and voltage drop calculations.

FDOT District 1, SR 82 Widening from CR 884 to Shawnee Road, Fort Myers, FL

Dante served as Project Manager for this contract which included an Intersection Analysis Report that evaluated design year traffic flow and intersection level of service, access management analysis to meet FDOT's access standards, signalization design for two signalized intersections and for a Continuous Flow Intersection (at Gunnery/Daniels Pkwy), and roadway lighting.

City of Altamonte Springs, SR 436 Pedestrian Underpass, Altamonte Springs, FL

Dante is providing traffic operations for design services and post-design construction services for the new pedestrian/bicycle underpass under SR 436 between the Renaissance Plaza entrance and Essex Avenue. The underpass will be designed to improve pedestrian safety in the SR 436 corridor and provide improved connectivity for pedestrians and bicyclists. Services include preliminary engineering services to finalize

the alignment of the proposed underpass, preparation of design plans and construction bid documents, utility coordination, analysis of constructability and Maintenance of Traffic (MOT) plans, traffic operations analysis, survey and mapping, public involvement, coordination with FDOT, permitting, and post-design services.

City of Orlando, SR 435 (Kirkman Road) at International Drive, Orange County, FL
As Project Manager, Dante was responsible for signalization design plans for the intersection improvements on SR 435 (Kirkman Road) at International Drive for the City of Orlando. He evaluated the design and construction feasibility of replacing the existing concrete strain poles with either mast arm structures, monotube, truss, or steel strain poles. Due to the wide intersection footprint and resulting span length, we recommended that the most cost-effective design incorporate a steel strain pole diagonal span layout. The design also featured dynamic message signs (DMS) facing southbound SR 435 located north of the intersection just south of the I-4 westbound to southbound exit ramp. The DMS will display "STOP AHEAD" when the signal display turns red facing the southbound SR 435 approach. A fiber optic cable communications plan was provided to link the DMS structure with the traffic signal controller.

University of Central Florida, University Boulevard at Alafaya Trail Intersection Improvements, Orange County, FL
As Project Manager, Dante was responsible for signalization and lighting design plans associated with the intersection improvements at University Boulevard and Alafaya Trail. The intersection improvements involved the design of dual left-turn lanes on the eastbound, southbound, and westbound approaches, and an additional northbound right-turn lane. Dante oversaw the design of the replacement of the existing signalization from concrete strain poles to mast arm poles and roadway lighting impacted by the intersection expansion. Coordination with the Florida Department of Transportation, Orange County, and UCF was maintained during the design process. Intersection signalization was also maintained during the various phases of construction using a combination of existing and proposed signal poles.

City of Leesburg, Professional Engineering Services Traffic Signal and Intersection Management, Lake County, FL
As Principal-in-Charge and QA/QC Manager, Dante was responsible for the oversight of this continuing service, work-order based contract for engineering and design services related to roadway and intersection traffic control. Tasks associated with this project include data collection and survey, roadway design, review of technical engineering plans and new development, developing and reviewing traffic control plans, meeting attendance to provide technical engineering matters regarding site plans and new development to ensure compliance with the City Land Development Regulations, permitting and submitted drawings, signalization designs, signing and pavement marking, and bidding and construction phase services.

Juan Camacho, PE

Project Manager

Education

BS, Civil Engineering, University of Central Florida, 1998

Registrations/Certifications

Professional Engineer FL, 2003

Professional Engineer NC, 2010

Juan is the Assistant Director of Traffic Engineering in VHB's Orlando office. He has managed both roadway and traffic operations design contracts, as well as a variety of roadway projects that include everything from intersection improvements to capacity widening projects. Traffic design contracts he has managed include minor operational improvements as well as lighting, signalization, signing and pavement markings, and ITS. Juan has also managed multiple FDOT districtwide miscellaneous design contracts for which he was the Project Manager for more than 200 task work orders.

21 years of professional experience

FDOT District 5, US 1 Intersections Bundle and SR 600 from Emmett Street to North Charles Street, Brevard and Volusia Counties, FL

Juan served as the Project Manager/Engineer of Record for a bundle project which supplied roadway/traffic improvements at several intersections along SR 5/US 1 and SR 600/US 92 from Emmett Street to North Charles Street. Specifically, Juan was responsible for design of traffic signal improvements to install mast arms at five intersections along SR 5/US 1 including at Hibiscus Boulevard, SR 500 (US 192), Ballard Drive/Babcock Street, Prospect Avenue and New Haven Avenue. He is also responsible for drainage improvements to mitigate flooding issues on SR 600/US 92 from Emmett Street to North Charles Street constructing additional curb inlets and replacing the existing storm drain trunkline with a larger pipe system.

FDOT District 4, Districtwide Traffic Operations Miscellaneous Design, FL

Prior to joining VHB, Juan was the Project Manager for this contract with over 200 task work orders which included projects consisting of providing miscellaneous traffic operations design services throughout District Four. The projects include: resurfacing, turn-lane additions, median modifications, signal modifications, pedestrian feature upgrades, safety upgrades and all related components required. Projects are developed in response to traffic safety issues, public concerns and local agency requests. Representative projects include: SR 80 at SR 7 (US 441), Palm Beach County, FL: Project Manager and Engineer of Record (EOR) for the installation of a Texas U-Turn lane for eastbound SR 80 off ramp at SR 7. Plans included roadway, signing and marking and utility coordination plans. Plans included preparation of typical section and pavement design packages.

- **SR 814 (Atlantic Blvd) at SR A1A, Broward County, FL:** Project Manager and EOR of the plans for the creation of dual left turns in the eastbound direction along SR 814 and dual left turn lanes in the northbound direction along SR A1A. Roadway plans were developed depicting widening and milling and resurfacing. Signal plans were prepared for the modification of the signal to remove a split phase operation and add additional signal heads to the existing mast arms. SYNCHRO timings were developed to alter the existing signal timings to provide for ample timings for left turn phases due to large amount of left turn traffic. Plans included preparation of typical section and pavement design packages.

- **SR 704 at Indian Road, Palm Beach County, FL:** Project Manager and EOR for roadway improvements which included radius return modification, installation of trench drains to collect drainage runoff, milling and resurfacing, signalization and signing and markings improvements. Plans included preparation of typical section and pavement design packages.
- **SR 84 at SR 817, Broward County, FL:** Project Manager and EOR for a fast response contract which consisted of the installation of a pedestrian crossing on the north side of westbound SR 84 at SR 817. Key elements of this project were the reconstruction of the barrier wall in front of the North New River Canal to provide an ADA compliant opening for the pedestrian crossing. A ROW occupancy permit was obtained from the SFWMD to perform these tasks.
- **SR 7 at NW 31st Street, Broward County, FL:** Project Manager and EOR for the realignment of the southbound frontage road along SR 7. Scope included the addition of a directional median opening at NW 29th Street. Plans included typical section package, pavement design package, maintenance of traffic, lighting and signing and pavement markings.
- **I-95 at SW 10th Street, Broward County, FL:** Project Manager and EOR for the addition of a right turn lane on the northbound off-ramp of I-95 at SW 10th Street. Scope included the replacement of the existing mast arm structure at SW 10th Street. Plans included typical section package, pavement design package, signalization plans, signing and marking and maintenance of traffic plans. SR 5 at Countyline Road, Martin County, FL: Project Manager and EOR for left turn lane widening at the intersection of SR 5 and Countyline Road. Plans included typical section package, pavement design package, maintenance of traffic and signing and marking design.
- **SR 7 at 50th Street, Palm Beach County, FL:** Project Manager for a new signal at the intersection of SR 7 at 50th Street. Plans included signalization, signing and marking, and minor roadway improvements to add ADA ramps. Plans also included interconnect plans to connect the new signal to the existing Palm Beach County signal communications. The project included utility coordination to clear the mast arms from utility conflicts.
- **SR A1A at SE 12th Street, Broward County, FL:** EOR for trombone signal design at the intersection of SR A1A at SE 12th Street. Project included pedestrian ramp design and signing and marking plans. Project included utility coordination to clear the mast arms from utility conflicts.
- **SR 811 at 20th Street, Broward County, FL:** Project Manager for the installation of a new signal at the intersection SR 811 at 20th Street. Plans included the addition of ADA ramps, fiber interconnect, and signing and pavement markings along with utility coordination to clear the mast arm foundations from conflicts.

Ambar Diaz-Lozano, PE

Transportation Engineer

Education

BS, Civil Engineering, University of Central Florida, 2004

Registrations/Certifications

Professional Engineer (Civil) FL, 2013

Ambar is a Transportation Engineer who has over a decade of experience assisting in the creation of maintenance of traffic (MOT) plans, signalization, roadway lighting, and signing/pavement marking plans. She has also prepared roadway design plans and assisted in community involvement meetings. Ambar possesses extensive knowledge of MicroStation Computer Aided Design (CAD), the Florida Department of Transportation (FDOT) Design Index, and FDOT Plans Preparation Manual, as well as a wide variety of data processing software.

14 years of professional experience

Old Kings Road at Matanzas Woods Parkway/Palm Harbor Parkway, Palm Coast, FL
Ambar served as Project Engineer involved in preparing the signalization plans for the intersection modification plan for the City of Palm Coast in Flagler County. The signalization plans involved using mast arm poles. Ambar participated with the subsurface utilities excavation to locate and avoid conflicts with the mast arm pole placement against existing underground utilities. Ambar identified alternative pole locations during the subsurface utility engineering (SUE) process.

Sarasota County Advanced Traffic Management System (ATMS) Phase V, Sarasota County, FL
Ambar was the Project Engineer for the design and development of the ATMS plans for 34 intersections in Sarasota County. The plans included the installation of fiber optic communications to extend the existing Sarasota County ATMS system. The project replaced existing LMD controllers with new TS 2 ethernet controllers and integrated the intersection equipment into the existing Sarasota County ATMS. As part of this project, her responsibilities also included the evaluation of collected data related to the American Disabilities Act (ADA) features and preparation of a report documenting necessary improvements at each intersection and ensure ADA compliance.

City of Leesburg, Professional Engineering Services, Traffic Signal and Intersection Management, Lake County, FL
As Transportation Analyst, Ambar provided services for this work-order based contract for engineering and design services related to roadway and intersection traffic control. Tasks associated with this project include data collection and survey, roadway design, review of technical engineering plans and new development, developing and reviewing traffic control plans, meeting attendance to provide technical engineering matters regarding site plans and new development to ensure compliance with the City Land Development Regulations, permitting and submitted drawings, signalization designs, signing and pavement marking, as well as bidding and construction phase services.

Orange County Public Works, Continuing Professional Engineering Services Contract Y12-905, Orange County, FL
Ambar served as Project Engineer for several signalization design projects under this contract. Under Y12-905A contract, Ambar designed the signal modification design plans for Dr. Phillips Boulevard/Wallace Road intersection involving replacing the concrete strain pole at the southwest corner impacted by a proposed eastbound right-turn lane. Under

the Y12-905B contract, Ambar designed the signalization design plans for the Dean Road/Cypress Springs Parkway (South) intersection, the Narcoossee Road/Kirby Smith Road intersection including fiberoptic cable connection to the CFX trunkline on SR 417 and the Rhode Island Woods Circle/Wyndham Lakes Blvd. intersection. Under Y12-905C, Ambar designed the signalization design plans for the Palm Parkway/Lake Street intersection, CR 535/Chase Road intersection, and the Lake Pickett Road/North Tanner Road intersection.

VTPO Professional On-Call Traffic Operations Studies and Transportation Engineering Services, Volusia County, FL

Ambar was the Project Engineer on this project consisting of multiple work orders under consecutive continuing services contracts with the Volusia Transportation Planning Organization (VTPO). Our assignments have included developing feasibility studies for intersection improvement, traffic operations, and traffic calming projects. Tasks within the assignments included meeting with sponsoring agency, stakeholders, collecting traffic count data, including turning movement count data, vehicle gap size studies, intersection delay studies, spot speed studies, conducting qualitative assessment, performing crash analysis, developing recommended alternatives, and developing cost estimates for the recommended alternatives.

Marion County Public Works, Belleview Bypass, Marion County, FL

Prior to joining VHB, Ambar completed signalization design plans for a corridor operational assessment (design traffic report) to quantify existing capacity deficiencies and evaluate and recommend the future capacity needs for SR 35 (Baseline Road) and the proposed Belleview Bypass. The reconstruction of Baseline Road to four lanes extends from SR 464/CR 464 to SE 92nd Place Road. The proposed Belleview Bypass would circle around Belleview to the east and will include intersections at US 441/CR 484 Extension (in the south), CR 25, SE 110th Street, Emerald Road Extension, and at Baseline Road/SE 92nd Place Road (in the north). Ambar prepared the signalization design plans for the proposed traffic signals along Belleview Bypass at CR 25, SE 110th Street, and US 441 during the design phase.

FDOT District 5, SR 40 from West of SR 11 to West of Cone Road, Ormond Beach, FL

Ambar served as Project Engineer for the signalization and roadway lighting design plans for this roadway widening project. The signalization design involved concrete strain poles in a box span configuration per FDOT standards. The roadway lighting plans were designed using standard aluminum poles. Ambar also prepared the photometric analysis and voltage drop calculations for the roadway lighting report.

Christopher Cate

Roadway Lighting Engineer

Education

BS, Civil Engineering,
Northeastern University, 2001

Chris is a Senior Transportation Specialist whose work history includes involvement in traffic operations studies and design work for the Florida Department of Transportation, various county governments, and private-sector clients throughout the State of Florida. Chris has experience in numerous traffic operation design projects such as roadway lighting, signalization, signing and pavement marking, intelligent transportation systems, maintenance of traffic (traffic control plans), and roadway improvements.

22 years of professional experience

Traffic Operations Design

Chris has served as Project Manager and Project Designer for numerous traffic operations projects involving the design of signal systems, signing and pavement markings, maintenance and protection of traffic, roadway lighting, and Intelligent Transportation Systems (ITS). Chris has been involved in and has directed numerous progress meetings, utility coordination meetings and/or comment/review meetings. The following includes various samples of the traffic operations design spectrum the Chris has been involved in and managed Advanced Traffic Management Systems, intersection improvements/pushbutton design, signal systems, signing and pavement markings, roadway widening/milling and resurfacing, maintenance and protection of traffic roadway lighting, ITS utility assessment and coordination.

FDOT District 1, SR 739 (Metro Parkway) from Daniels Parkway to Six Mile Cypress Parkway, Lee County, FL

Chris prepared the traffic analysis, signalization, and roadway lighting design plans for this six-lane arterial corridor. The project extended from Daniels Parkway to Six Mile Cypress Parkway, a distance of 1.4 miles. He completed the traffic data collection and traffic data analysis to obtain the necessary intersection geometry to accommodate the project design year traffic volumes. Chris completed design activities that included the use of mast arm poles, fiberoptic communications cable, and conventional aluminum shoulder mounted light poles. Work efforts included photometric analysis and design and voltage drop calculations.

FDOT District 5, US 17-92 at SR 436 Interchange, Orange County, FL

As project engineer, Chris was responsible for the signalization, maintenance of signalization during construction, and Intelligent Transportation System (ITS) plans for the SR 15/600 (US 17-92) at SR 436 interchange design project. The signalization design involved the use of mast arm structures. The maintenance of signalization involved construction of temporary signals during the various phases of the traffic control plan and maintaining the existing ITS (AVI and DMS) devices near the intersection. An ITS plan was also prepared involving the placement of AVI devices and fiberoptic communications cable for the proposed interchange.

FDOT District 5, SR 500 (Orange Blossom Trail) from Shader Road to Overland Road, Orange and Seminole Counties, FL

Chris prepared the signing and pavement marking plans and signalization plans for this 5.1-mile milling and resurfacing project through Orange and Seminole Counties. The

signalization plans involved re-looping seven intersections and three traffic-monitoring sites with piezoelectric axle sensors and speed classification loop assemblies. The signing and marking plans included converting on-street parking into marked bicycle lanes. The project involved coordination with the local maintaining agencies involving the City of Orlando, Orange County, and Seminole County, which have unique design preferences with detection equipment (i.e., video versus induction loop detectors).

FDOT District 5, SR 436 at Red Bug Lake Road Interchange, Seminole County, FL
As Project Engineer, Chris designed the traffic report component of the Project Development and Environment (PD&E) study and the signing and pavement marking plans for the Red Bug Lake Road at SR 436 interchange design project. The design traffic report evaluated several interchange configurations that optimized the traffic movements through this tight urban interchange as well as minimizing the interchange footprint to preserve right-of-way. He prepared a CORSIM analysis of the No Build and the preferred design concept, which proved effective during the public involvement process. The signing and pavement marking plans included design of overhead guide signs mounted on trusses to facilitate the wayfinding of the motoring public.

City of Orlando, Crystal Lake Drive Improvements, Orange County, FL
As project engineer, Chris was responsible for the design traffic technical memorandum, signing and pavement marking plans, and traffic signal design plans associated with the widening of Crystal Lake Drive from Anderson Street to Robinson Street; and Maguire Boulevard from Robinson Street to Livingston Street. He also developed traffic projections and performed Traffic Operation Analysis to develop the intersection geometry that will accommodate the design year 2026 traffic. This project included Intelligent Transportation System (ITS) design involving the installation of fiberoptic communications cable for the traffic signal interconnect. The signalization plans involved three intersections requiring complete equipment replacement and two intersections requiring loop replacements.

Orange County Public Works, Dean Road Signalization and MOT Plans, Orange County, FL
Chris prepared signalization design plans for the two intersections of Dean Road with Lake Georgia Drive and W. McCulloch Road and the MOT plans for the one-mile segment of Dean Road from University Boulevard north to the Seminole County line. The signalization plans were prepared in accordance with FDOT and Orange County requirements for mast arm design. The proposed mast arm design presented replaced the existing diagonal concrete strain pole assembly at the intersection. There were safety concerns regarding one of the existing concrete strain poles at the intersection, and mast arm design was able to alleviate the safety concerns associated with the concrete strain pole in question. The MOT design was also prepared in accordance with FDOT Design Standards and Orange County requirements and presented a significant challenge to phase construction activities due to the sensitivity of the surrounding neighborhoods and businesses.

Devon Brazeal, EI

Traffic Engineer

Education

BS, Civil Engineering, University of Central Florida, 2015

Registrations/Certifications

Engineer Intern FL, 2016

Devon is a Transportation Analyst responsible for developing, preparing, and reviewing engineering plans to meet FDOT and AASHTO standards. His experience also includes signalization, ITS, lighting, signing and marking, and pavement plans.

5 years of professional experience

FDOT District 1, I-75 at SR 64 Interchange Modification, Manatee County, FL
Devon designed and developed signing and pavement marking plans based on FDOT/Manual on Uniform Traffic Control Devices (MUTCD) standards. He coordinated with governing municipalities regarding the relocation of existing signalization, overhead trusses, traffic monitoring sites, and ITS equipment, as well as completed an 18-mile roadway inventory (signalization, ITS, lighting, and signing).

FDOT District 1, SR 951 at Manatee Boulevard, Collier County, FL
Devon developed ITS, and signalization plans. The ITS design included relocating existing fiber optic cable impacted by proposed bridge widening and relocating existing CCTV and cabinet equipment. Devon completed power service details, cabinet wiring details, splicing diagrams, ethernet switch port assignments, and CCTV mounting details.

FDOT District 2, CR 218 Signing/Markings and Signals Update, Clay County, FL
Devon completed a 20-mile segment No-Passing Zone Study. He coordinated existing roadway inventories, plan development, crash analysis, speed spot studies, sight distance investigation, and No-Passing Zone design, as well as speed zone analysis and the development of corridor speed zone plans.

Central Florida Expressway Authority, Miscellaneous Engineering Design Services, Orange County, FL
Devon assisted with the design and plan development of signalization, ITS, and signing and pavement marking components. Projects completed under this contract included the SR 417/Landstar Road Interchange Signalization Modification at; SR 417/SR 528 Ramp Realignment which also included roadway lighting and ITS relocation.

City of Altamonte Springs, SR 436 Pedestrian Underpass, Altamonte Springs, FL
Devon is assisting with design services and post-design construction services for the new pedestrian/bicycle underpass under SR 436 between the Renaissance Plaza entrance and Essex Avenue. The underpass will be designed to improve pedestrian safety in the SR 436 corridor and provide improved connectivity for pedestrians and bicyclists. Services include preliminary engineering services to finalize the alignment of the proposed underpass, preparation of design plans and construction bid documents, utility coordination, analysis of constructability and MOT plans, traffic operations analysis, survey and mapping, public involvement, coordination with FDOT, permitting, and post-design services.

FDOT District 5, SR 44 ATMS, Volusia County, FL
Devon designed and developed the Advanced Traffic Management System (ATMS) plans for 14 intersections in Volusia County along SR 44. The plans included the installation of fiber optic communications to extend the existing Volusia County ATMS system. The project replaced existing controllers with new TS 2 ethernet controllers and integrated the

intersection equipment into the existing Volusia County ATMS. Devon developed the temporary traffic control plans, network and splicing diagrams, cabinet wiring details, bandwidth calculations, contract duration, cost estimate, and plan submittals. He also completed utility coordination, addressed comments and responses for 60/90/100% submittals.

FDOT District 5, I-75 Frame, Sumter and Marion County, FL
Devon assisted with the design and implementation of connected vehicle technologies and signal performance metrics within Marion and Sumter County. The project design deployed roadside units, and use of signal phasing and timing, transit signal priority, and pre-emption applications. He prepared site layout details, power service details, splicing diagrams, network schematics, MFES port allocation details, cabinet wiring details, voltage drop calculations and device cross sections.

Jennifer DiStefano, PE

Traffic Signal Engineer

Education

BS, Civil and Environmental Engineering, University of Rhode Island, 2004

Registrations/Certifications

Professional Engineer FL, 2016

Professional Engineer RI, 2011

Florida Advanced Work Zone TCDS, 2015

OSHA 10-Hour Construction Safety and Health Certificate, 2005

Affiliations/Memberships

American Society of Civil Engineers, Rhode Island, Past President, 2002

American Society of Civil Engineers, Florida

Institute of Transportation Engineers, Rhode Island, 2010

Jennifer is a traffic engineer in VHB's Orlando office. Her current responsibilities include the design and plan preparation for various transportation improvement projects, with extensive work for state departments of transportation, municipalities, and private clients. Jennifer is proficient in design programs such as AutoCAD Civil3D, Microstation, Autoturn, and GuidSign.

14 years of professional experience

Orange County, CR 545 Improvements, Winter Garden, FL

Jennifer was the Project Engineer for the design of a new signalized intersection and roadway signage and striping on Avalon Road, CR 545, in the Horizon West area of Winter Garden. Responsibilities included mast arm and traffic signal layout for a new signalized intersection at Seidel Road as well as preparation of signing and striping plans for approximately four miles of CR 545 due to widening of the roadway from two to four lanes.

Sarasota County Advanced Traffic Management System (ATMS) Phase V, Sarasota County, FL

Jennifer was the Project Engineer for the design and development of the ATMS plans for 34 intersections in Sarasota County. The plans included the installation of fiber optic communications to extend the existing Sarasota County ATMS system. The project replaced existing LMD controllers with new TS 2 ethernet controllers and integrated the intersection equipment into the existing Sarasota County ATMS. As part of this project, her responsibilities also included the evaluation of collected data related to ADA features and preparation of a report documenting necessary improvements at each intersection to ensure ADA compliance.

Dean Road and Curameng Drive Signal Design, Orange County, FL

Jennifer was Project Engineer for the design of signal modifications at the intersection of Dean Road and Curameng Drive to accommodate roadway modifications. Responsibilities included the modification of vehicular and pedestrian signal heads to accommodate the new movements as well as development of the appropriate signal operating plans and controller timings for the intersection.

SR 5/US 1 Pedestrian Signal Modifications, Edgewater, FL

Jennifer served as Project Engineer for the design of new pedestrian signal modifications at three existing signalized intersections along SR 5/US 1 in Volusia County. Her responsibilities included preparation of signalization plans to show the addition of pedestrian signal heads where none currently exist as well as the replacement of existing equipment in accordance with roadway improvements. Jennifer's responsibilities also included the preparation of plans for replacement of existing traffic monitoring sites within the roadway milling area.

FDOT District 5, Traffic Operations Studies, Orlando, FL

Jennifer was the Project Engineer for an ongoing contract that involved signal warrant studies, intersection analysis to improve traffic operations efficiency and safety, and arterial studies to evaluate access management, safety, and traffic flow, traffic data

collection, pushbutton design and signal timing, optimization, and retiming. Her responsibilities included review of collected data, intersection qualitative analysis, development of recommendations, preparation of applicable reports in conformance with the Manual on Uniform Traffic Studies (MUTS), and preparation of design plans for proposed improvements.

Osceola Pointe Signal Modifications, Kissimmee, FL
Jennifer was the Project Engineer for the design of signal modifications at the intersection of Osceola Parkway and Old Dixie Highway to accommodate the development of the parcel northeast of the intersection and connection of the site driveway to the intersection. Her responsibilities included the modification of existing signal heads to accommodate the new movements as well as development of the appropriate signal operating plans and controller timings for the intersection.

SR 19 and Slim Haywood Road Signal Design, Tavares, FL
Jennifer was Project Engineer for the design of a new signalized intersection at an existing "plus" intersection due to the development of a commercial shopping center. Her responsibilities included the design of a four-pole box span to accommodate the required signal.

Ficquette Road Signal Design, Orange County, FL
Jennifer was Project Engineer for the design of a temporary traffic signal at the entrance to the new West Orange High School football field on Ficquette Road in Windermere. Her responsibilities included the design of a two-pole diagonal span to accommodate the required signal heads.

Jared Knight, PE

Traffic Signal and ITS Engineer

Jared focuses on the design of Intelligent Transportation Systems and Advanced Traffic Management Systems, intersection signalization and is experienced in the latest technology equipment for adaptive traffic control, radar detection, Bluetooth readers, DMS signing, and redundant power systems. Jared possesses extensive knowledge of communications networking in both hardwired and wireless environments.

Education

BS, Civil Engineering, University of Central Florida, 2005

Registrations/Certifications

Professional Engineer (Civil) FL, 2012

13 years of professional experience

Advance Traffic Management System (ATMS) Phase V, Sarasota County, FL

Jared served as Project Engineer responsible for Intelligent Transportation Systems (ITS) design, which includes the conversion of 26 LMD traffic signal controllers and cabinets to Naztec NEMA TS-2 Type II traffic controllers and cabinets, and design of a fiber optic communications system and networking to extend the existing Sarasota County ATMS network to integrate these 46 additional intersections into the network. Project also includes the installation of 27 CCTV locations. Additional work includes environmental permitting, utility coordination, structural design and integration services to integrate this project into the existing Sarasota-Manatee County ATMS system.

Central Florida Expressway Authority (CFX), Engineering Design Services, Orlando, FL

Jared served as the Project Engineer for ITS design elements under this Miscellaneous Design Contract. Projects completed under this contract include SR 417/SR 528 Ramp Realignment which included the replacement of the ITS system within the limits of the project including CCTV cameras, Microwave Vehicle Detection System (MVDS) sites and electrical service points; and SR 429/CR 535 Ramp Improvement project which included installation of a new Dynamic Message Sign (DMS) sign, CCTVs, MVDS, and DCS sites. Other tasks which Jared was also responsible for included signalization, signing and pavement marking designs such as the SR 417/Landstar Road Interchange signalization and intersection modifications.

City of Leesburg, Professional Engineering Services Traffic Signal and Intersection Management, Lake County, FL

Jared worked as a Transportation Analyst on this continuing service, work order-based contract for engineering and design services related to roadway and intersection traffic control. Tasks associated with this project included data collection and survey, roadway design, review of technical engineering plans and new development, developing and reviewing traffic control plans, meeting attendance to provide technical engineering matters regarding site plans and new development to ensure compliance with the City Land Development Regulations, permitting and submitted drawings, signalization designs, signing and pavement marking, and bidding and construction phase services.

FDOT District 5, SR 500 at SR 40, Marion County, FL

Jared is serving as a Project Engineer tasked with making improvements to a six-lane undivided urban principle arterial roadway running north-south through Ocala. The improvements include widening to provide dual left-turns and a designated right-turn

lane for northbound SR 500 to alleviate congestion and allow better service for all northbound movements through the SR 40 intersection. Due to the widening minor drainage improvements and relocation of existing roadway, lighting will also be necessary. The intersection will be upgraded from a span wire control by installing four new mast arms. Coordination with the local transportation planning organization for additional improvements including decorative lighting, irrigation, and patterned pavement is currently taking place.

FDOT District 1, SR 82 Continuous Flow Interchange, Lee County, FL
Jared designed the signalization plans including the design of two signalized intersections and the signal design of a continuous flow interchange at SR 82 and Daniels/Gunnery. Work included upgrading signal cabinets and components; replacing mast arms, cabinets, detection, pedestrian features, and upgrading timings, adjustments to county fiber, and extending FDOT fiber limits.

CFX, SR 528 at Innovation Way Interchange, Orange County, FL
Jared prepared the design for signalization and ITS installation of MVDS devices at all ramp connections, data collection sensors, auxiliary DMS, and installation of new fiber optic communications system along SR 528, with connections to off system devices along Innovation Way. Work included networking design, electrical design, wiring diagrams and cabinet detail development.

SR 528 at Econolockhatchee Bridge Widening and ITS Updates, Orange County, FL
As Project Engineer, Jared was responsible for ITS design, including relocating/adjusting existing fiber, maintenance of the existing communication plan, and installation of new DMS and CCTVs. Work included networking design, electrical design, wiring diagrams, and cabinet detail development.

FDOT District 5, SR A1A Corridor Improvements, Brevard County, FL
Jared served as a Project Engineer for this project. The goal of this project was to develop final design plans for 3R safety improvements along the SR A1A corridor, extending the life of the pavement, eliminating roadside hazards, and improving pedestrian facilities through sidewalk upgrades and traffic signal improvements along this heavily traveled corridor. VHB conducted an ADA compliance survey to identify deficiencies that need to be corrected along the corridor. One of the key challenges for this project was the integration of pedestrian and bike safety at intersections.

Kenneth Ray, PE

Structural Engineer

Education

BS, Civil Engineering, University of Central Florida, 2007

Registrations/Certifications

Professional Engineer (Civil Engineering) FL, 2012

Professional Engineer (Civil Engineering) GA, 2017

Professional Engineer (Civil Engineering) ME, 2017

Professional Engineer (Civil Engineering) RI, 2017

Affiliations/Memberships

American Society of Civil Engineers, National Member

Kenneth specializes in structural engineering for design, detailing, and load rating of a variety of bridge types and transportation structures. Throughout his career, he has gained valuable experience with structural plans, shop drawings, bridge development reports, design-build proposals, quantity takeoffs, cost evaluation, and relevant design codes. His project experience includes shared-use pedestrian bridges and trails, underpass crossings, and signalization, as well as traffic calming features such as streetscape amenities and landscaping.

13 years of professional experience

FDOT District 5, SR 482 Widening, Orange County, FL

Kenneth was Structural Design Engineer for this project which consisted of multiple bridge widenings on curved and tangent horizontal alignments and a bridge replacement along SR 482 (Sand Lake Road). His responsibilities included design of AASHTO prestressed beams, pier and end bent foundations, slabs, geometry, as well as miscellaneous details, and plan preparation. The bridge sites included the Kirkman Road and Sand Lake Road interchange where the four bridges were widened to the north with spans varying from four to six lanes. Work also included involvement in the design of all components for a SR 482 bridge replacement over Shingle Creek which consist of three AASHTO prestressed girder spans on pile bents. His responsibilities also included design work for various miscellaneous structures on the SR 482 widening. These miscellaneous structures included permanent and temporary steel sheet piling, permanent and temporary MSE walls, cantilever sign structures, strain pole and mast arm signal structures, and a box culvert extension. His responsibilities for these structures included coordination with other disciplines, design and checking of calculations, and plan preparation. This was completed prior to joining VHB.

City of Altamonte Springs, Festival Drive Streetscape and Multi-Use Trail Bridge, Seminole County, FL

VHB provided planning, engineering, and landscape architectural services to develop construction plans for improvements to Festival Drive from SR 436 to Central Parkway. The 2,700 linear foot project included a 330-foot multi-use trail bridge adjacent to Festival Drive. The purpose was to provide continuous pedestrian and bicycle access for the corridor and to develop a typical section with complete street features such as wide sidewalks, frequent pedestrian crossing opportunities, accessible pedestrian signals, curb extensions, curb ramps, driveway connections, traffic calming features such as narrow travel lanes, and landscape and streetscape amenities. As Structural Design Engineer, Kenneth was responsible for the design of the cast-in-place superstructure, substructure, and gravity walls, as well as coordination with the subconsultants and the City.

Boggy Creek Road Redesign and Widening, Osceola County, FL

Kenneth is a Structural Design Engineer for the redesign and widening of a section of Boggy Creek Road in Kissimmee from a two-lane rural to a four-lane divided suburban road. The project includes intersection redesign, improvements with signalization, right-of-way acquisition, bridge design, environmental mitigation and permitting, highway design,

stormwater design, structural work that includes box-culvert design and signal-mast arm design, and utility relocations.

FDOT District 2, Mast Arm Design, Clay and Duval Counties, FL
Kenneth was a Structural Design Engineer for various signal structure projects, which included mast arms at SR 10, SR 21, SR 101, and SR 109. His responsibilities for these structures included coordination with other disciplines, design and checking of standard and special mast arms, plan preparation, and post design services (shop drawings).

City of Altamonte Springs, SR 436 Pedestrian Underpass, Altamonte Springs, FL
Kenneth is providing engineering design services and post-design construction services for the new pedestrian/bicycle SR 436 underpass between the Renaissance Plaza entrance and Essex Avenue. The underpass is designed to improve pedestrian safety in the SR 436 corridor and provide improved connectivity for pedestrians and bicyclists. Services include preliminary engineering services to finalize the alignment of the proposed underpass, preparation of design plans and construction bid documents, utility coordination, analysis of constructability and MOT plans, traffic operations analysis, survey and mapping, public involvement, coordination with FDOT, permitting, and post-design services.

FDOT District 5, A1A Corridor Improvements, Volusia County, FL
FDOT District 5 retained VHB to develop final design plans for 3R safety improvements along the SR A1A Corridor. The goal of the project is to extend the life of the pavement, eliminate roadside hazards, and improve pedestrian facilities through sidewalk upgrades and traffic signal improvements along this heavily traveled corridor. VHB is conducting an ADA compliance survey to identify deficiencies that need to be corrected along the corridor. One of the key challenges for this project is the integration of pedestrian and bike safety at intersections. Kenneth was Structural Design Engineer and responsible for the design and plan preparation of mast arms at nine of the intersections along the corridor. Additional responsibilities included coordination with other disciplines and post-design services.

FDOT District 5, SR 482 Widening, Orange County, FL
Kenneth served as the Structural Design Engineer for the project which consisted of multiple bridge widenings on curved and tangent horizontal alignments and a bridge replacement along SR 482 (Sand Lake Road). His responsibilities included design of AASHTO prestressed beams, pier and end bent foundations, slabs, geometry, miscellaneous details, and plan preparation. The bridge sites included the Kirkman Road and Sand Lake Road interchange where the four bridges were widened to the north with spans varying from four to six. Work also included involvement in the design of all components for a SR 482 bridge replacement over Shingle Creek which consist of three AASHTO prestressed girder spans on pile bents. He was additionally responsible for design work for various miscellaneous structures on the SR 482 widening. These miscellaneous structures included permanent and temporary steel sheet piling, permanent and temporary MSE walls, cantilever sign structures, strain pole and mast arm signal structures, and a box culvert extension. Kenneth was responsible for coordination with other disciplines, designing and checking calculations, and plans preparation.

Michael S. Conn

Senior Scientist

Education

BS, Environmental Science,
Hobart College, 1998

As a Senior Environmental Scientist, Michael has experience with a variety of projects that include linear transportation, dredging, dredge disposal, shoreline stabilization, groins, beach fill, site development, and docking facilities,. He also conducts wildlife surveys for bald eagles, ospreys, West Indian manatees, and Florida scrub jays. Michael has four years of direct regulatory experience with the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) where he worked on a variety of tasks involving permit applications for impacts to wetlands, surface waters, and state-owned submerged lands, as well as permit applications to ensure compliance with Section 10 of the Rivers and Harbors Act, Section 404 of the Clean Water Act, and the Endangered Species Act. Over the course of his career, Michael has drafted numerous federal agency actions including Department of the Army permits, Letters of Permission, Nationwide Permits, and Regional General Permits.

20 years of professional experience

Pensacola Bay Bridge Replacement, Escambia and Santa Rosa Counties, FL
As an Environmental Scientist, Michael worked on the construction engineering team for this design-build project, which involved the construction of a new, three-mile, two-span bridge to replace the Pensacola Bay Bridge. He coordinated the development of the noise monitoring plan and test pile program in accordance with the United States Fish and Wildlife Service (USFWS) Biological Opinion. The hydro-acoustic data generated will be used to determine the spatial extent of underwater noise produced during impact pile driving to evaluate the potential impacts to Gulf sturgeon, smalltooth sawfish, and sea turtles. New or modified permits were obtained to authorize a revised alignment proposed by the contractor. Permitting agencies included the FDEP, USACE, US Coast Guard, National Marine Fisheries Service (NMFS), USFWS, and FWC.

FDOT District 1, Districtwide Environmental Support Consultant, FL
As an environmental support consultant for the District 1 Construction Office, Michael conducted all necessary inspections on behalf of the environmental liaisons to ensure compliance with permit conditions. He conducted extended bald eagle nest monitoring and provided osprey nest relocation services for active construction projects. He routinely coordinated with the FDOT, project administrators, contractors, and regulators on a variety of subjects common to linear transportation projects.

FDOT, I-75 Widening from SR 80 to SR 78, Lee, FL
As Senior Scientist, Michael provided environmental support to the Construction Engineering Team for the widening of I-75 through this corridor that included the widening of the bridge over the Caloosahatchee River. This project involved impacts to critical habitat (smalltooth sawfish), essential fish habitat, and the Caloosahatchee River National Wildlife Refuge. Michael conducted the routine inspections and subsequent recommendations for improved erosion control, dewatering concerns, and wildlife occurrences. This work was performed prior to joining VHB.

Tampa Bay Desalination Facility Hydrobiological Monitoring Program, Hillsborough County, Apollo Beach, FL
Michael serves as a Project Scientist for this estuarine water quality monitoring effort for the largest seawater desalination facility in the United States. He performs monthly water quality sampling and continuous in situ water quality equipment download, calibration and maintenance.

Tampa Bay Water, Hydrobiological Monitoring Program for the Alafia, Palm, and Hillsborough Rivers, Hillsborough County, Gibsonton, FL
Michael serves as a Project Scientist for the water quality, hydrologic, and biological monitoring effort to determine effect of fresh water withdrawals on the Tampa Bay estuary. This project collected the majority of field data used in determining MFLs for the Lower Alafia River, the Lower Hillsborough River, the Palm River/Tampa Bypass Canal, and Sulphur Springs. He performs monthly water quality sampling and continuous in situ water quality equipment download, calibration and maintenance at several locations. Fluorometric transects of the rivers are also performed monthly to monitor specific conductivity and chlorophyll concentrations using continuous flow fluorometers.

FDOT District 1, SR 80 from Dalton Ln. to Indian Hills Dr; SR 80 from Indian Hills Drive to CR 833, Hendry County, FL
Michael provided support to the CEI teams to oversee the environmental components of the project. He conducted routine inspections of the project corridor for compliance with various state and federal permits, and the erosion control plan. The project also included crested caracara nest surveys and monitoring during the nesting season, which was coordinated by Michael.

FDOT District 1, University Parkway Diverging Diamond Interchange, Sarasota County, FL
Michael provided support to the construction engineering inspection team to oversee the environmental components of the project. He conducted routine inspections and delivered subsequent recommendations to the Project Administrator. Multiple wetlands, creeks, and protected wildlife species were present within project corridor that required continued attention and additional protection measures.

Southwest Florida Water Management District (SWFWMD) Rainbow River Vegetation Evaluation, Dunnellon, FL
Michael performed vegetative mapping and monitoring in the Rainbow River Spring Run. The study evaluated correlations between submerged aquatic vegetation (SAV) density, distribution, diversity, canopy coverage, recreational use over time, depth and flow.

Honore Pinebrook Extension, Sarasota County, FL
Michael provided support to the construction engineering team for the construction of a new Sarasota County road built to complete the linear extension of Honore Avenue. The project was designed to serve as an alternate north – south route to parallel I-75 and alleviate congestion during an evacuation event or traffic accident. Michael conducted the necessary inspections and provided recommendations to the Project Administrator on the environmental components of the project.

CUMBEY & FAIR, INC.

GORDON ZIECINA, PE

EDUCATION:
ME/Civil Engineering/University of Florida, 1982

BS/Civil Engineering/Wayne State University, 1980

YEARS OF EXPERIENCE:
39

PROFESSIONAL LICENSURE:
Florida Registered Professional Engineer - No. 33770

CERTIFICATIONS/TRAINING:
Quality Control Manager
FDOT Advanced Maintenance of Traffic
IMSA Traffic Signal Inspector
IMSA Traffic Signal Technician Level I
Drilled Shaft Inspection

SUMMARY

Mr. Ziecina has over 39 years of professional traffic engineering experience in both the private & public sectors, including signalization, lighting, signing & marking, Intelligent Transportation Systems (ITS), Advanced Traffic Management Systems (ATMS) design, signal system timing implementation, ITS plan and specification development & construction engineering and inspection (CEI) for numerous ATMS & ITS Systems. Gordon has been responsible for the design, construction and CEI of more than 16 computerized signal systems. These project included database development as well as working with the physical equipment to assure the systems functioned properly. As Senior Project Engineer, Gordon has overseen the construction for FDOT that included over 150 miles of Interstate roadway.

PROJECT EXPERIENCE

Florida's Turnpike Enterprise: Suncoast Parkway Section 1B, Hillsborough County, Florida - Gordon was the EOR for design and post design construction services to include signing and marking, roadway lighting, signalization, and maintenance of traffic plans.

Florida's Turnpike Enterprise: Suncoast Parkway Section 2A, Pasco County, Florida - Gordon was the EOR for design and construction services to include signing and marking, roadway lighting, signalization, and maintenance of traffic plans.

Florida's Turnpike Enterprise: Polk County Parkway Section 3, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization.

Florida's Turnpike Enterprise: Polk County Parkway Section 4R, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization and Lighting.

Florida's Turnpike Enterprise: Polk County Parkway Section 4B, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization and lighting.

Florida's Turnpike Enterprise: Polk County Parkway Section 7, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization.

Florida's Turnpike Enterprise: Suncoast Parkway Section 1B, Hillsborough County, Florida - Gordon was the EOR for design and post design construction services to include signing and marking, roadway lighting, signalization, and maintenance of traffic plans.

Florida's Turnpike Enterprise: Suncoast Parkway Section 2A, Pasco County, Florida - Gordon was the EOR for design and construction services to include signing and marking, roadway lighting, signalization, and maintenance of traffic plans.

Florida's Turnpike Enterprise: Polk County Parkway Section 3, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization.

Florida's Turnpike Enterprise: Polk County Parkway Section 4R, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization and Lighting.

Florida's Turnpike Enterprise: Polk County Parkway Section 4B, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization and lighting.

Florida's Turnpike Enterprise: Polk County Parkway Section 7, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization.

Florida's Turnpike Enterprise: Suncoast Parkway Section 1B, Hillsborough County, Florida - Gordon was the EOR for design and post design construction services to include signing and marking, roadway lighting, signalization, and maintenance of traffic plans.

Florida's Turnpike Enterprise: Suncoast Parkway Section 2A, Pasco County, Florida - Gordon was the EOR for design and construction services to include signing and marking, roadway lighting, signalization, and maintenance of traffic plans.

Florida's Turnpike Enterprise: Polk County Parkway Section 3, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization.

Florida's Turnpike Enterprise: Polk County Parkway Section 4R, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization and Lighting.

Florida's Turnpike Enterprise: Polk County Parkway Section 4B, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization and lighting.

Florida's Turnpike Enterprise: Polk County Parkway Section 7, Polk County, Florida - Gordon was the EOR for design and construction services to include signing and marking, and signalization.

FDOT District 1: US 27, City of Moorehaven, Lighting, Signing and Pavement Marking, Glades County, Florida – Gordon was the EOR for this project which consisted of a roadway lighting design, signing and marking design services including shop drawing review.

FDOT District 1: CR 655 at Recker Highway, Polk County, Florida – Gordon was the EOR for this project which consisted of signalization, lighting, signing and marking design.

FDOT District 1: SR 540 (Winter Lake Road) Design Plans, Polk County, Florida – Gordon was the EOR for this project which consisted if signalization, Lighting, signing and marking design.

FDOT District 1: SR 776 (Sunnybrook to CR 771), Charlotte County, Florida – Subconsultant to Johnson Engineering. Gordon was the EOR for this project which consisted of lighting design, post design and shop drawing review.

FDOT District 1: US 41 (Fountain Interchange) and SR 82 Improvements, Lee County, Florida – Gordon was the EOR for this project which consisted of signalization, lighting and interconnection design, with post design services.

FDOT District 1: Sumter Boulevard, I-75 to Sylvania, North Port, Florida – Gordon was the EOR for this project which consisted of conventional roadway lighting, post design services and shop drawing review.

FDOT District 1: SR 60A (Van Fleet Drive), Polk County, Florida – Gordon was the EOR for this project which consisted of signalization and roadway lighting design.

FDOT District 1: City of Sarasota, Florida - Computerized Signal System - Gordon served as Project Manager and EOR for the database development and implementation for the signal timing software on several traffic control sections on the City of Sarasota's Computerized Signal System. This project consisted of data collection, computerized signal timing analysis, development of the computerized signal system database, implementation of the traffic signal timing in the controllers and fine tuning the initial timings to better accommodate the actual traffic patterns on the roadways.

FDOT District 1: City of Sarasota, Florida Computerized Signal System - Gordon served as Construction Engineering Inspection Engineer (CEI) during the construction for Phase One of the City of Sarasota's Computerized Signal System. Responsibilities included review of contractor submittals, review of contractors work, and approval for final timing plans.

FDOT District 1: Sarasota County Florida Computerized Signal System - Gordon served as Project Manager and EOR for this project which re-timed 96 intersections on the existing Sarasota Traffic Signal System. This project consisted of data collection, computerized signal timing analysis, development of the computerized signal system database, implementation of the traffic signal timing, and traffic responsive parameters in the signal controllers and fine tuning the initial timings to better accommodate the actual traffic patterns on the roadways.

FDOT District 1: I-75 Freeway Management System and Regional Transportation Management Center (RTMC) Design-Build, Lee and Collier Counties, Florida - Gordon served as CEI Senior Project Engineer (Resident Engineer) for the construction of a 50,000 sf. RTMC building and 98 miles of freeway monitoring system, including 79 CCTV cameras, 111 MVDS detectors, 2 RWIS weather monitoring stations, 26 DMS signs with drilled shaft foundations and its' associated fiber optic communication network on I-75 in Lee and Collier Counties. Duties included management and over sight of the RTMC building contract and coordination between its occupants: the FDOT; Florida Highway Patrol (FHP); Motor Carrier Compliance Office (MCCO); as well as oversight of the ITS contract.

CUMBEY & FAIR, INC.

MARK QUINN, PLS

EDUCATION:
B.A. in Mathematics, California University

YEARS OF EXPERIENCE: 29

PROFESSIONAL LICENSURE:
Florida Registered Professional Land Surveyor - No. 5850

Pennsylvania Registered Professional Land Surveyor - No. 55000

SUMMARY

Mark has over 29 years of experience in surveying and mapping on various roadway projects in Sarasota, Polk, Highlands, Okeechobee, Hillsborough, Pinellas and Polk Counties, City of Tampa, City of Dunedin, City of Clearwater, Florida Department of Transportation and the Florida Turnpike. Mark is responsible for coordinating and managing surveying services and personnel. His experience in Land Surveying and Mapping include Boundary Surveys, Topographic Surveys, Right of Way Maps, Control Surveys, Wetland Jurisdictional Surveys, Construction Layout and Route Surveys. ALTA Surveys, Hydrologic and Hydrographic Surveys.

PROJECT EXPERIENCE

FDOT District 7: TBX Survey Support Continuing Services (Sub to McKim & Creed): Cumbey & Fair was tasked with providing Design Survey and Hydrographic Survey along I-275 south of the Howard Frankland Bridge for 2.4 miles. Survey services included Horizontal/Vertical Control. Alignment, Design Survey, and Check Cross Sections.

FDOT District 7: Continuing Design Support and Services - State Road 60, (Gulf to Bay Boulevard) from Highland Avenue to Damascus Road, Pinellas County, FL– Resurfacing for this 3 mile RRR project including a Shared Use Path, sidewalk, paved shoulders, Right-of-Way Control Survey and drainage improvements.

FDOT District 7: Continuing Survey Support and Services Contract (SUB to GPI - Formally ACA): Cumbey & Fair has performed 3 Task Work Assignments including the following: Design survey services for US 301/SR 43 at Riverview; Design Survey and Alignment for I-4/SR400; Design Survey and Alignment for I-75/SR 93A from SR 60 to the CSX Bridge.

FDOT District 7: Continuing Design Support and Services - State Road 60, (Brandon Boulevard) from Brandon Town Center to Gornto Lake Road, Hilllsborough County, FL– Resurfacing for this 1 mile RRR project including a Shared Use Path, sidewalk, boardwalk, paved shoulders, Right-of-Way Control Survey and drainage improvements.

FDOT District 7: SR 699, (Gulf Boulevard) from South of Bath Club Circle to South of 183rd. Terrace West, Pinellas County, Florida, (SUB to HDR): - 1.95 mile RRR project which includes roadway design, intersection modifications, survey, Right-of-Way Control Survey Map, SUE, drainage, signing and pavement markings, signalization, ADA improvements, utility relocation, maintenance of traffic, cost estimating, environmental permits, project management, coordination and pedestrian sidewalks.

FDOT District 7: SR 39/James L. Redman from N. of SR 60/Hopewell Rd. to N. of Charlie Griffin Rd, Plant City, Florida - The project is along SR 39/James L. Redman from N. of SR 60/Hopewell to N. of Charlie Griffin Rd. a Project Length of 3.055 miles. The project included Design Survey, LAMP photography, Right-of-Way, Photogrammetry, Mapping and check cross sections.

FDOT District 7: SR 583 (56th Street) from Southeast of 23rd. Avenue to South of Fowler Avenue, Tampa, Florida - Project for establishing horizontal and vertical control, establish alignment, complete full design survey (topographic /DTM), drainage survey, Right of Way survey, Right-of-Way control survey.

FDOT District 7: US 19/SR 55 at from SR 52, to New York Avenue, Pasco County, Florida – Design survey for right turn lanes and resurfacing. Responsibilities included: re-establishing the alignment and establishing vertical control for the project along with Section determination and subdivision boundary location and producing a 3 mile Control Survey for the Project.

FDOT District 7: SR 39 (US 301) from Chancy Road to C.R. 54, Pasco County, Florida - Right-of-Way Control Survey. Responsibilities included: re-establishing the alignment and establishing vertical control for the project along with Section determination and subdivision boundary location and producing a Control Survey for the Project.

FDOT District 7: US 92 (SR 580/600) Hillsborough Avenue from West of Benjamin Road to East of Westshore Boulevard, Hillsborough County, FL - 1.5 mile RRR project which includes roadway design, intersection modifications, survey, Right-of-Way Control Survey Map, SUE, drainage, signing and pavement markings, signalization, ADA improvements, utility relocation, maintenance of traffic, cost estimating, environmental permits, project management, coordination and pedestrian sidewalks. Survey services include aerial targets, check cross-sections, drainage and obscured areas.

CUMBEY & FAIR, INC.

PAT McCORMACK, PSM

EDUCATION:
B.S. in Geomatics, University of Florida 2002

YEARS OF EXPERIENCE:
23

PROFESSIONAL LICENSURE:
Florida Registered Professional Land Surveyor & Mapper, No. LS6494

PROFESSIONAL MEMBERSHIP:
Member of FL Surveying and Mapping Society (FSMS)

Member of West Coast Land Surveyors Association (WCLSA)

SUMMARY

Mr. McCormack has 23 years of diversified Survey and Mapping experience including various FDOT projects and District Wide contracts. His experience in Land Surveying and Mapping include Boundary Surveys, Topographic Surveys, Subsurface Utility Engineering, Right of Way Maps, Control Surveys, Wetland Jurisdictional Surveys, Construction Layout and Route Surveys.

Mr. McCormack presently serves as Vice President and Senior Survey Manager for Cumbey & Fair. In this capacity, he develops and negotiates scope of services, establishes and maintains project budgets, generates schedules and quality assurance procedures. As Senior Survey Manager he is responsible for management and oversight of all our Survey and SUE related projects and staff.

Pat is proficient in FDOT oriented software such as EFB, EFBP, VECTORS post-processing analysis, CAICE software and MicroStation V8 XM (FDOT 2008) and V8i (FDOT 2010).

PROJECT EXPERIENCE

FDOT District 7: District Wide Survey Contract, D-7, Florida: Cumbey & Fair performed 27 Task Work Orders including the following scope items: Design Survey, Right-of-Way Control Survey, Right-of-Way Mapping, Maintenance Mapping, Hydrographic Survey, Static Scanning, Boundary Survey, Mapping Review, Aerial Target Control Survey, Title Search and Sketch & Legal Descriptions.

FDOT District 7: TBX Survey Support Continuing Services: Cumbey & Fair was tasked with providing Design Survey and Hydrographic Survey along I-275 south of the Howard Frankland Bridge for 2.4 miles. Survey services included Horizontal/Vertical Control. Alignment, Design Survey, and Check Cross Sections. (Sub to McKim & Creed)

FDOT District 7: Continuing Survey Support and Services Contract: Cumbey & Fair has performed 3 Task Work Assignments including the following: Design survey services for US 301/SR 43 at Riverview; Design Survey and Alignment for I-4/SR400; Design Survey and Alignment for I-75/SR 93A from SR 60 to the CSX Bridge. (SUB to GPI - Formally ACA)

FDOT District 1 District Wide Survey Contract: Task: SR 72, Intersection of SR 72 and Proctor Road, Sarasota County, Florida – Cumbey & Fair was tasked with providing the Design Survey for the Intersection of SR 72 and Proctor Road in Sarasota County, Florida. Cumbey & Fair prepared three-dimensional design survey along with location of drainage structure, inverts and pipe sizes for the project. (Sub to Cardno)

FDOT District 7: Sunshine Skyway Bridge Height Survey - Tampa Port, Tampa, Florida – Cumbey & Fair provided Survey services on the Sunshine Skyway Bridge for the Tampa Port Authority. Survey services included a Geodetic Control Survey (May 2010), Horizontal and Vertical Control for Skyway Bridge Height Survey (October 2009), Height survey for clearances under the Skyway Bridge (April 2010).

FDOT District 7: SR 39/James L. Redman Parkway from N. of SR 60/Hopewell Rd. to N. of Charlie Griffin Rd, Plant City, Florida – The project included Design Survey, LAMP photography, Right-of-Way, Photogrammetry, Mapping and check cross sections and Subsurface Utility Engineering (SUE) for this 3.055 mile project.

FDOT District 7: US 92/SR 687/SR 600 From 4th Street North/5th Avenue North To North of Koger Boulevard., St. Petersburg, Florida – Design Survey, Sub Surface Utilities (SUE) and Right-of-Way Control Survey for Improvements to 6.0 miles of U.S. Highway 92A (4th Street North).

FDOT District 7: SR 574/MLK Boulevard add Left Turn Lanes & Signals at Gallagher Road, Hillsborough County, Florida – Senior Traffic Engineer for the preparation of construction plans for the widening and intersection improvements that included new signals, survey, mapping and SUE, roadway design, upgrade to current criteria, right-of-way acquisition, utility coordination and traffic control design.

FDOT District 7: US 92 (SR 600/Baker Street) from Reynolds Street to Mobley Street, Hillsborough County, Florida – 1.6 mile RRR project that included roadway design, structures, intersection modifications, survey, right-of-way, mapping, SUE, drainage, signing and pavement markings, signalization, ITS, roadway lighting, ADA improvements, multi-model/bicycle improvements, utility relocation, maintenance of traffic, cost estimating, environmental permits, quantity computation books, project management, coordination, Bicycle, pedestrian sidewalks, and Transit need generators. The existing conditions inventory included environmental and drainage potential challenges, Safety Analysis of Crash Data, Transit Facility Coordination, Summary of findings and recommendations.

FDOT District 7: SR 583 (56th Street) from Southeast of 23rd. Avenue to South of Fowler Avenue, Tampa, Florida – Project for establishing horizontal and vertical control, establish alignment, complete full Design survey (topographic /DTM), drainage survey, Right of Way survey, Right-of-Way control survey, SUE services included Quality Levels D through A.

FDOT District 7: US 92 (SR 580/600) Hillsborough Avenue from West of Benjamin Road to East of Westshore Boulevard, Tampa, Florida – 1.5-mile RRR project that included roadway design, intersection modifications, survey, Right-of-Way Control Survey Map, SUE, drainage, signing and pavement markings, signalization, ADA improvements, utility relocation, maintenance of traffic, cost estimating, environmental permits, project management, coordination and pedestrian sidewalks. Survey services included aerial targets, check cross-sections, drainage and obscured area.

FDOT District 1: District Wide Right-of-Way Monumentation: Polk, Manatee, Hardee, DeSoto, Charlotte and Lee Counties, Florida – Cumbey & Fair was tasked to recover/monument alignment, update and/or verify existing Department Right-of-Way Maps for the existing Right-of-Way for the project, provide a Specific Purpose Surveys for the established monumentation and file the Survey with the County Clerk's Office for the following three projects: SR776, FPID 197940-1, 1.123 miles; SR776, FPID 197948-1, 3.599 miles and SR72, FPID 197935-1, 2.488 miles. (Sub to DRMP)

FDOT District 1: SR 64, Manatee Avenue, SR 678 to Perico Bay Boulevard, Mantee County, Florida – Cumbey & Fair was tasked with preparing a Right-of-Way Control Survey and provide Subsurface Utility Engineering (SUE) Quality Level "A" and "B" for 2.57 miles along SR 64 (Manatee Avenue) from SR 678 to Perico Bat Boulevard in Manatee County, Florida. Cumbey & Fair prepared Right-of-Way Control Survey, Certified Corner Records, performed check cross sections, horzontal and vertical control. (Sub to American Consulting Professionals)

FDOT District 1: US 41, Venice Bypass, Center Road to US 41 Business North, Sarasota County, Florida – Cumbey & Fair was tasked with Right-of-Way Mapping, Design Survey and SUE for a project legnth of 5 miles along US 41 (Venice Bypass) from Center Road to Bird Bay Drive in Sarasota County, Florida. Cumbey & Fair provided "210 Maps", 30% R/W Maps and 90% R/W Maps. Other tasks performed include: updated topographic survey, drainage survey, pond site survey, outfall surveys, survey support for geotechnical, title encumbrance report review and parcel sketches. (Sub to Wade Trim)

City of North Port: Price Blvd from Sumter Blvd to Toledo Blvd, Sarasota County, Florida – Provided Quality Level A and Quality Level B Subsurface Utility Location and Designation and Survey location of SUE designation and test holes. Prime: American Consulting Professionals, Ryan Forrestel, PE.

Pasco County: Continuing Miscellaneous Professional Engineering Services Contract, Pasco County, Florida – Surveyor of Record for Cumbey and Fair, Inc. (C&F) who is providing Survey, SUE, project management, roadway and drainage design, construction plans and permitting services for minor projects let under Pasco County's General Engineering Consultant Contract. Some of the tasks assigned already under this contract include LAP Coordination and development of pavement design for site development code. Owner: Pasco County, Professional Services: 2015-Ongoing.

Tampa Bay Water: As-Needed Professional services Agreement for Surveying Services, Pinellas County, Florida – Provided Survey services such as Sketch/Descriptions, Horizontal/Vertical Control Survey, Asset management data collection and topographic survey data for various projects under this contract. Professional Services: 2014-Ongoing.

Pinellas County Department of Environmental & Infrastructure, (DEI), Surveying and Civil Engineering Task Assignments, Pinellas County, Florida – Surveyor of Record - Scope of surveying tasks performed under Engineering Contract included HOWARD PARK topographic survey and including establishing right-of-way line at Seaside Drive (South of Charlotte Avenue). Topographic Survey and SUE for Hercules Avenue Drainage and Pipe Evaluation; and Hamlin Boulevard Underdrain and Pipe Replacement projects. Professional Services: 2011-2016.

Anne Lomski

President/CEO

EDUCATION
High School Diploma
Bachelor of Science Degree
Chiropractic Technology

AFFILIATIONS
Sarasota County Foundation Member
Sarasota County 4H Leader
National Association Women in Construction (NAWIC) – Board Member

Ms. Lomski is the president/CEO and primary owner of Lomski Engineering & Testing. She is responsible for the day-today management and policy decision making of all phases of LET's operations. Responsibilities include staffing, financial decisions, contract review, and overseeing management personnel. Additionally Ms. Lomski is responsible for managing LET's DBE commitments with the state of Florida and the Department of Transportation.

Additionally, Ms. Lomski is responsible for the overall operations of the Lomski Engineering & Testing, Inc. Her duties include construction materials specification compliance, quality control (QC) of field and laboratory testing, supervision of eight to twelve field and laboratory technicians, project scheduling, and project and client management and construction inspection. Additionally Anne has secured continuing services contracts with local municipalities and state agencies such as:

- Charlotte County, FL – Annual Geotechnical and Construction Materials Testing Services Contract
- Sarasota County, FL – Library of Services Contract, Geotechnical and Construction Testing

Her strong business and management skills allow her to successfully coordinate, manage, and oversee the company operations. Relevant work experience includes:

APAC Southeast: Southwest, FL –Serving as a Client Manager for LET's annual contract to provide asphalt placement quality control on Florida Department of Transportation projects throughout Southwest Florida. Under this contract Ms. Lomski has been responsible for project scheduling, QA/QC reviews of project budgets and cost analysis. She has successfully completed over 30 work assignments on time and under budget.

MTI Building: Manatee County, FL –Serving as a Client Manager for the $28.5 million, Manatee Technical Institute building construction. The project consists of the construction of a 200,000 ft^2, 2-story commercial building. Additional site development areas are roadway and parking area construction, storm and utility pipe installation, and vibro-replacement column foundations. Mr. Dunn is responsible for the management of the project to include, staff scheduling, monitoring of geotechnical activities, report preparation, budget reviews and cost analysis.

State Road 951, Collier County, FL – Serving as the Client Manager and was responsible monthly invoicing and staff scheduling. The project consisted of the reconstruction and widening of the North and South bound ramps along I-75 in Collier County. Construction areas included drainage and signalization improvements, roadway widening, concrete curb, and concrete & asphalt pavement.

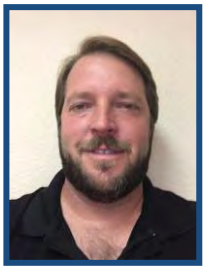
Charlotte County Annual Contract, Charlotte County, FL – Currently serving as the client manager in charge of the various projects that comprise the annual contract. Anne is responsible for scope and fee determinations as well as, scheduling and monitoring the performance of all materials testing related activities in the field as well as the laboratory, and report preparation. Anne is currently serving as project manager for the following Charlotte County improvement projects:

- Midway Boulevard Widening
- Manasota Beach Drainage Improvements
- Midway Boulevard Box Culverts
- Rotonda Water Control Structures
- GPC Storm Water Control Structures.
- US 41 Bridge Structures
- Rampart Boulevrd Extension
- Bachman Waterway Improvements

Sarasota County Library of Services, Sarasota County, FL – Currently serving as the client manager in charge of the various projects that comprise the library of services contract. Anne is responsible for scope and fee determinations as well as, scheduling and monitoring the performance of all materials testing related activities in the field as well as the laboratory, and report preparation. Anne has currently served as project manager for the following Sarasota County projects:

- 3901 Bent Tree Boulevard Environmental and Asbestos analysis
- Parcels 0788-02-05, US 41 and River Road, Environmental Site Assessment

LET LOMSKI
Engineering & Testing



Lonnie L. Lomski

Vice President

EDUCATION
High School Diploma
Associate in Arts, Civil Engineering

YEARS OF EXPERIENCE
Total: 24

TIN#
L52053274

CTQP QUALIFICATIONS
CTQP Earthwork Construction Inspector, Level 1 and 2
CTQP Asphalt Paving, Level 1 and 2
CTQP Final Estimates, Level 1 and 2
CTQP QC Manager
CTQP Concrete Field Technician, Level 1 and 2
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection
CTQP Qualified Sampler
CTQP LBR Technician

CERTIFICATIONS
ACI Concrete Field Level 1
ACI Aggregate Base Technician
ACI Concrete Transportation Construction Inspector
NICET - National Institute for Certification of Engineering Technologies, Level 1 - Soils
NICET - National Institute for Certification of Engineering Technologies, Level 1 - Concrete
NICET - National Institute for Certification of Engineering Technologies, Level 1 - Asphalt
FDOT Information Management Module 2, Lims Laboratory
CPN Nuclear Gauge Safety Course
Humboldt Scientific Radiation Safety Officer
FDOT Advanced MOT
FDEP Erosion Control Inspector
MSE Wall Inspector Course
Auger Cast Pile Inspector
IMSA – Associate Member #99597

PROFESSIONAL AFFILIATIONS
Member, Charlotte/Desoto Building Industry Association
Member, Gulf Coast Builders Exchange

Mr. Lomski has over 20 years of experience involving geotechnical design parameters, construction materials testing, and pavement management systems. Mr. Lomski is currently acting as the Vice President in charge of construction services. Prior to this he held a variety of project management positions, including office leader, construction services manager, profit center managing leader, project manager, laboratory manager, CEI project administrator, and construction inspector. He has exceptional project management skills that have resulted in consistently completing major projects on-time and within, or under budget. During his career he has been recognized as a leader by partnering with clients and contractors to building exceptional relationships based on trust, responsiveness, and integrity.

As Florida Construction Services Manager, Lonnie is responsible for the overall operations of the Construction Materials Testing and Geotechnical Division, including construction materials specification compliance, quality control (QC) of field and laboratory testing, supervision of ten to twelve field and laboratory technicians, project scheduling, project and client management and construction inspection. Over the past 24 years, Lonnie has provided construction inspection and materials testing on hundreds of projects including water treatment facilities, industrial developments, airport construction, residential subdivisions, and transportation facilities. Additionally Lonnie has secured continuing services contracts with local municipalities and state agencies such as:

- Charlotte County, FL – Annual Geotechnical and Construction Materials Testing Services Contract
- Sarasota County, FL – Library of Services Contract, Geotechnical and Construction Testing
- Florida Department of Transportation District 1 – Laboratory Services.

Charlotte County Annual Contract, Charlotte County, FL (10/2009-present) – Serving as the project manager in charge of the various projects that comprise the annual contract. Lonnie is responsible for scope and fee determinations as well as, scheduling and monitoring the performance of all materials testing related activities in the field as well as the laboratory, and report preparation. Lonnie is currently serving as project manager for the following Charlotte County improvement projects:

- Midway Boulevard Widening
- Manasota Beach Drainage Improvements
- Midway Boulevard Box Culverts
- Rotonda Water Control Structures
- GPC Storm Water Control Structures.
- US 41 Bridge Structures
- Edgewater Boulevard Widening

I-75 Widening, Punta Gorda, FL– Served as contractors QC manager and was responsible for developing and implementing the contractor's QCP, scheduling and monitoring the performance of all QC related activities in the field as well as the laboratory. Additional responsibilities included the management and entry of all QC samples into the FDOT LIMs database, as well as conducting monthly reviews and inspection of CQC test reports, density log books, and material submittals. The project consisted of adding additional lanes to I-75 from Tuckers Grade to the Lee County line, a distance of approximately 10.6-miles.

LISANDRA FUENTES

Traffic Engineer Technician

EXPERTISE
Traffic Operations
Traffic Engineering & Operations Studies
Intelligent Transportation Systems

EXPERIENCE
With FRA: <1 Year
With Others: 2 Year

EMPLOYMENT
Joined FRA: 01/2018

C2S Engineering
(07/2016 – 02/2017)

FIU
(05/2016 – 07/2016)

FDOT – District 6
(05/2015 – 07/2016)

EDUCATION
M.S.C.E.;
FIU; Miami, FL
(2017)

B.S.C.E.
FIU; Miami, FL
(2016)

Industrial Engineering (2.5 Years Completed), José Antonio Echeverría Higher Polytechnic Institute; Havana, Cuba (2009)

AFFILIATIONS
Member of Golden Key International Honor Society

OFFICE LOCATION
Miami, Florida

Ms. Fuentes has focused her expertise on traffic operations and intelligent transportation systems (ITS). At F.R. Aleman (FRA), Ms. Fuentes supports peak season traffic counts and data collection analysis. She also assists with traffic counts reports, pavement restoration assessment reports (RRR improvement projects), all way stop evaluations, and pedestrian warrant studies.

PROJECT EXPERIENCE

Districtwide Statistics Data Collection and Analysis, FDOT D4 (2018 – Present). FRA serves as a prime consultant for this contract and is responsible for collecting and analyzing highway and traffic data, while serving as an extension of staff to the District 4 PL&EM Office, especially the TranStat group. Typical tasks include Roadway/Traffic Characteristics Inventory (RCI/TCI) data collection, data reporting, mapping applications, data analysis, customer trip characteristics analysis, travel behavior investigation, demographic characteristics collection, and operational and performance measurements. Ms. Fuentes served as a Traffic Engineer and was responsible for data collection analysis and scoping reports. *Contact: Newton Wilson (954) 777-4638*

Districtwide Transportation Statistics Support 1 & 3, FDOT D6 (2018 – Present). This project involves providing support to the Transportation Statistics Unit by providing technical and professional services such services include PTMS/RTMS design, inspection and acceptance, data collection and review, pavement deficiency evaluation and reporting, scoping reports, database management and digital mapping, and in-house engineering staff to provide support to the Department. Ms. Fuentes is responsible for data collection analysis and scoping reports. *Contact: Neil Lyn (305) 470-5382*

Traffic Count Service, City of Boca Raton (2018 – Present). This project involves providing traffic data collection and data processing for project traffic reports, traffic counts, speed, and gap studies and analysis of peak hour peak directional volumes and level of service report for 125 stations counts in City of Boca Raton. Ms. Fuentes served as a Traffic Engineer and was responsible for data collection analysis and scoping reports. *Contact: Michael Righetti (561) 416-3374*

Districtwide Resurfacing Scoping Reports, FDOT D6 (2018 – Present). This contract involves providing scoping reports for the District 6 Pavement Resurfacing Program. Tasks are assigned as individual Task Work Orders as the specific task are identified. Task assigned to FRA included but are not limited to RRR Pavement Restoration Assessment (PRA) Reports and support services. Ms. Fuentes served as a Traffic Engineer and was responsible for field inspections and scoping reports. *Contact: Ms. Fang Mei, P.E. (305) 470-5342*

Traffic Counts Program, St. Johns County (2018 – Present). FRA has performed annual traffic counts in the unincorporated areas of St. Johns for eight consecutive years. Stations are counted bi-directionally for three consecutive days (Tuesday through Thursday) for a 72-hour period in 15-minute increments. Summary Tabulations by FRA included daily volume summary reports, hourly reports, and 15-minute reports for each day, at each counts station. Ms. Fuentes served as a Traffic Engineer and was responsible for data collection analysis and scoping reports. *Contact: Mr. H.P. (Press) Tompkins, P.E. (904) 209-0113*

F.R. ALEMAN
& Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

PRIOR TO JOINING FRA

C2S Engineering (2016 – 2017). Ms. Fuentes served as a Quality Control (QA/QC) Manager and was responsible for supporting FDOT District 6 with operations, software enhancements, and Intelligent Transportation Systems (ITS) device inspections at the PortMiami Tunnel.

Florida International University (2016 – 2016). Ms. Fuentes was an Undergraduate Assistant and prepared and published FDOT District 6 Monthly Travel Time Reliability Reports and attended meetings with FDOT personnel and contractors for follow-ups on projects. She conducted field visits to perform review of ITS equipment, signing, and pavement marking installations. Ms. Ramos supported other agencies regarding technical information and collected data, performed travel time studies for projects related to ramp signaling, express lanes, dynamic message signs, and Florida Advanced Travel Information System (FLATIS).

FDOT District 6 (2015 – 2016). Ms. Fuentes worked with the Department as an Intelligent Transportation Systems (ITS) Intern. She assisted in the operations of a series of traffic management services to provide motorists with a transportation system that is safe, efficient, and capable of meeting real-time traveler demands. She also performed traffic operations/ITS studies and updated information and design of the ITS SharePoint site.

ANA MARIA CALLEJA, P.E.

Traffic Engineer

Ms. Calleja has over 19 years of professional experience in transportation planning and traffic engineering. She participated in the review, development and management of traffic studies, including conceptual designs, corridor studies, GIS, traffic forecasting, traffic data collection, functional classification, scoping reports. Her specialties include traffic data collection, traffic simulation, GIS applications on mapping, roadway characteristics inventory (RCI), database development, and highway performance monitoring system (HPMS). She has extensive experience working with the FDOT mainframe, collecting field data, and inputting data into the FDOT system.

EXPERTISE
Traffic
RCI / Statistics
Data Collection

EXPERIENCE
With FRA: 4 Years
With Others: 15 Years

EMPLOYMENT
Joined FRA 01/2014

Marlin Engineering
01/2000 – 01/2014

FIU Lehman
Transportation Center
04/98 – 12/99

EDUCATION
M.S.C.E.
Florida International University
Miami, FL 1999

B.S.C.E.
National University of Engineering (UNI)
Lima, Peru 1983

REGISTRATION
Professional Engineer
Florida No. 67371

CERTIFICATIONS
FDOT RCI Certification for Advanced Concepts

OFFICE LOCATION
Miami, Florida

PROJECT EXPERIENCE

Districtwide Statistics Data Collection and Analysis, FDOT D4 (2014-2016). The major tasks under this contract were to provide professional and technical services in collecting and analyzing highway and traffic data, as well as, serving as an extension to the FDOT District 4 Planning and Environmental Management Office (PLEMO), specifically the TranStat Staff. FRA provided Roadway (RCI/HPMS) data collection, data reporting, mapping applications, data analysis, customer trip characteristics analysis, travel behavior investigation, demographic characteristics collection and operational and performance measurements. FRA maintained the RCI database updates, District 4's DQEs and QARs ranked as one of the top districts statewide. FRA was also responsible for ensuring all deadlines from the Roadway Inventory Tracking Application (RITA) were met; as well as maintaining close communication with Central Office. C*ontact: Newton Wilson (954) 777-4483*

Districtwide Statistics Data Collection & Analysis, FDOT D4 (2002-Present). The objectives are to provide data collection and reporting to the Traffic Characteristics Inventory (TCI) and Roadway Characteristics Inventory (RCI). Primary tasks include Average Daily Traffic (ADT) and vehicle classification surveys for the District's routine annual traffic count program. Other miscellaneous tasks are to meet project specific traffic data; GIS, mapping, and graphics applications; traffic data analyses and reports; TCI data entry; Traffic Monitoring Sites (TMS) development and operation, including Portable Traffic Monitoring Site (PTMS), Telemetered Traffic Monitoring Site (TTMS), Weigh-In Motion (WIM), Remote Traffic Microwave Sensor (RTMS), and other non-intrusive devices. *Contact: Kara Schwartz (954) 777-4638*

Districtwide Transportation Statistics, FDOT D4 (2017-Present). FRA provides professional and technical services in collecting and analyzing highway traffic data, as well to conduct Construction Notices. She is in charge to lead the RCI teams and supervise all RCI and HPMS field and office assignments. Ms. Calleja is responsible for ensuring all deadlines from the Roadway Inventory Tracking Application are met and maintain close communication with the District. *Contact: Autumn Young (954) 777-4638*

Traffic Operations General Engineering Consultant, FDOT D4 (2012-Present). FRA is part of the McMahon Associates team for this project and provides traffic engineering services to District 4. As Traffic Engineer, Ms. Calleja is in charge of the traffic data collection including traffic data counts, turning movement counts, spot speed counts, queue data collection, signal warrant analysis, as well as other related services. *Contact: Trent Ebersole, P.E. (561) 840-8650*

Districtwide Statistics Highway Data Collection & Analysis, FDOT D4 (2012-Present). The major tasks under this contract are to provide professional and technical services in collecting and analyzing highway and traffic data, as well as serving as an extension to the District 4 Tran-Stat Staff. FRA provides roadway (RCI/HPMS) data collection, data reporting, mapping applications, data analysis, customer trip characteristics analysis, travel behavior investigation, demographic characteristics collection, and operational and performance measurements. FRA maintains the RCI database updates,

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District 4's DQEs and QARs are ranked as one of the top districts statewide. FRA is also responsible for ensuring all deadlines from the Roadway Inventory Tracking Application (RITA) are met; also maintaining close communication with Central Office. Finally, FRA assists in keeping the HPMS database updated and accurate for the preparation of the "The Condition and Performance Report" by FHWA and the estimation of funds distribution. *Contact: Autumn Young (954) 777-4638*

Transportation Statistics Support Consultant #1, FDOT D6 (2014-2016). Tasks included traffic data collection and review, traffic forecasting reports (18 Kips). It also included pavement deficiency evaluation based on field survey that included pavement condition review and assessment of all active ramp and frontage roads in District 6. Ms. Calleja developed the Technical Memorandum of the Intersection Operational Analysis for existing and proposed improvement to two intersections at Hialeah Gardens Boulevard that evaluated the effect of the proposed dual left-turn lanes. Analysis was performed by Synchro 8 model which implements the methodology outlined in HCM and evaluates the Level of Service Delay and Queue. *Contact: Mr. Neil Lyn (305) 470-5373*

Traffic Count Program, St. Johns County (2012-Present). Ms. Calleja coordinates annual traffic counts in the unincorporated areas of St. Johns County. Stations are counted bi-directionally for three consecutive 72-hour periods in 15-minute increments. Summary tabulations by FRA include daily volume summary reports, hourly reports, and 15-minute reports for each day, at each count station. *Contact: Andrew Ames, P.E. (904) 209-0111*

Traffic Count Services, City of Boca Raton (2014-Present). Ms. Calleja provides professional and technical supervision to this contract leading various types of traffic data collection and data processing including TMC surveys for project traffic reports and traffic counts. Ms. Calleja performs the analysis of peak hour peak directional volumes and produces the Level of Service Report for 125 stations counts in the city. She is in charge also to conduct school zone studies, all-way Stop evaluation studies and pedestrian warrant analysis studies. *Contact: Mr. Michael Righetti (561) 416-3374*

I-95 Corridor-wide Planning for Operational Deficiencies, US 1/SR 5 to Broward County Line, FDOT D6 (01/2015 – Present). Calleja serves as a Traffic Engineer for this contract. Tasks performed include developing and evaluating improvement concepts and performing a detailed planning level operational analysis for the I-95 corridor within District 6. The operational analysis is evaluated using Highway Capacity Software and based on HCM 2010 Editions and following FHWA's Traffic Analysis Toolbox technical documents and evaluate the corridor's operations based upon the appropriate MOEs. The analysis will include existing conditions, future without improvements (short- and long-term), and future with improvements (short- and long-term) scenarios during the applicable two peak hours (AM and PM). *Contact: Mr. John McWilliams (954) 535-5106*

Districtwide Transportation System Data Development and Mapping, FDOT D6. Ms. Calleja participated in the development of RRR Scoping Reports for two major corridors including roadway field reviews, safety and crash analysis, Level of Service analysis, identification of roadway deficiencies, ADA compliance, environmental checklist, pavement design, recommendation of roadway improvements, and development of preliminary cost estimates. Under this contract, she also participated in the RxR GIS Application, coordination with the PTMS Inspection and review of pavement deficiency evaluation reports. Additionally, she performed 18-Kip ESAL reports, the development of Districtwide Atlas (2008) and the Districtwide Trends and Conditions Guide (2009). Finally, Ms. Calleja oversaw TCI updates, which were done on-site.

AMAZIA L. KIBOKO, P.E., PTOE

Traffic / Roadway

Mr. Kiboko began his career at FRA in 1992 as an Engineer and is now the Vice President of Design, Planning, and Transportation. He has 35 years of diverse and well-rounded experience in the areas of transportation engineering, ITS, roadway/highway design, lighting and signalization design, and utility coordination. Mr. Kiboko routinely achieves nearly perfect scores on all the contracts he manages. Throughout his engineering career, he has been involved in a variety of different project types from large scale data collection projects to minor roadway improvements.

EXPERTISE
Traffic Engineering
Planning/Statistics
Roadway/Highway Design
Signalization
Lighting Design
ITS

EXPERIENCE
With FRA: 26 Years
With Others: 9 Years

EMPLOYMENT
Joined FRA: 07/1992

EDUCATION
M.S.C.E.
University of Miami; Coral Gables, FL (1990)

Post Graduate
University of Trondheim; Trondheim, Norway (1986)

B.S.C.E.
University of Dar-es-salaam; Tanzania (1983)

REGISTRATION
Professional Engineer
Florida No. 49523
(1995)

Professional Traffic Operations Engineer
Florida No. 00024
(2004)

OFFICE LOCATION
Miami, Florida

PROJECT EXPERIENCE

Final Plans Review, FDOT D4 (1998 - Present; subs to various consultants). Mr. Kiboko has been FRA's Project Manager for Final Plans Review for nearly 19 years under various prime consultant contracts. Under these contracts, he has offered final plans review services on roadway signalization plans, roadway lighting plans and traffic signal control system for District 4. These roadway projects involved final plans review, including signing, pavement markings and channelization plans, for highway design projects in District 4. Over the years, he has reviewed approximately 100 Roadway Projects with Lighting Plans. Mr. Kiboko has reviewed final plans for projects developed in both English and Metric Units of Measure. Currently, FRA is part of the R. J. Behar Team. *Contact: Mr. Juan Bowles, P.E. (954) 777-4465*

SR 845/Powerline Road RRR, FDOT D4 (2012 – 2014). This was a RRR project with the Department, which included sidewalk and driveway construction, roadway and drainage improvements due to modifications implementing bicycle facilities and complete streets concept, pedestrian ramps, roadway resurfacing, signalization, pavement markings. Mr. Kiboko served as Engineer of Record whose duties included the design of roadway plans. Typical section, maintenance of traffic plans, drainage calculations, drainage plans and drainage structure sheets, design of pedestrian ramps, signalization plans, and pavement marking plans were all in accordance with the latest ADA requirements and utility adjustment summary sheet. *Contact: Mr. Thuc Le, P.E. (954) 777-4552*

Districtwide Minor Design Strategic Intermodal Systems (SIS), FDOT D4 (02/2014 – Present). FRA serves as subconsultant to APCTE on this contract providing Traffic Engineering and Roadway Design. This contract involves providing analysis and design services for various districtwide SIS traffic operations improvements that are assigned as individual Task Work Orders. Tasks assigned to FRA include, but are not limited to, providing Concept Development Reports and design services. Currently providing design services for the intersection improvement of SW 4th Avenue and SW 28th Street. The SW 4thAvenue/SW 28th Street improvements include a new signal, roadway widening, drainage improvements, signing and pavement markings and MOT. FRA has completed two Concept Development reports and one signal upgrade. Mr Kiboko serves as Chief Engineer. *Contact: Mr. Eithel M. Sierra, P.E. (305) 592-1283*

Districtwide Statistics Data Collection & Analysis, FDOT D4 (4 contracts: 2000 –Present). Mr. Kiboko served as the Project Manager for this contract. The objectives are to provide data collection and reporting to the Traffic Characteristics Inventory (TCI) and Roadway Characteristics Inventory (RCI). Primary tasks include Average Daily Traffic (ADT) and vehicle classification surveys for the District's routine annual traffic count program. Other miscellaneous tasks are to meet project specific traffic data; GIS, mapping, and graphics applications; traffic data analyses and reports; data entry for TCI; Portable Traffic Monitoring Site (PTMS) inspections and operation, including Telemetered Traffic Monitoring Site (TTMS), Weigh-In Motion (WIM), Remote Traffic Microwave Sensor (RTMS), and other non-intrusive devices. *Contact: Kara Schwartz (954) 777-4638*

Districtwide Statistics Highway Data Collection & Analysis, FDOT D4 (2012 – 2016). Mr. Kiboko serves as the Project Manager for this project. FRA serves as a prime consultant and is primarily responsible for collecting and analyzing highway and traffic data, while serving as an extension of staff to the District 4 PL&EM office, especially the TranStat group. Typical tasks include RCI/TCI data

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collection, data analysis and reporting, mapping applications, customer trip characteristics analysis, travel behavior investigation, demographic characteristics collection, and operational and performance measurements. C*ontact: Newton Wilson (954) 777-4483*

SW 4th Avenue and 28th Street, FDOT D4 (2014 - 2016). This project included a SIS corridor off-system improvement for FDOT within the City of Fort Lauderdale. The project required an evaluation of the intersection's roadway, drainage, signing and pavement marking, and signalization improvements. Mr. Kiboko served as EOR for the preparation of roadway and signal plans inclusive of drainage design calculations and plans, drainage structures sheet, water quality treatment analysis and water management facilities, pavement marking plans, and signalization plans. *Contact: Sabrina Aubery (954) 777-4585*

I-595 Corridor Roadway Improvements, FDOT D4 (02/2009 – 06/2013). This project was the winner of the People's Choice Award in the 2015 America's Transportation Awards competition. This $1.2 billion project relieved traffic congestion and created a multimodal transportation network along I-595 in South Florida. Through a public-private partnership, design and construction teams completed the project on time and $275 million below the originally estimated cost of the project. FRA was part of the ACS Dragados/EarthTech team for this project. The project area extended from the I-75/Sawgrass Expressway interchange to the I-595/I-95 interchange in central Broward County (project length of approximately 10.5 miles). The work involved the reconstruction and addition of auxiliary lanes and resurfacing of the I-595 mainline. This included associated improvements to frontage roads and ramps, as well as a new reversible express lanes system in the I-595 median. Mr. Kiboko served as the Design Manager for the development and analysis of MOT lane closures for the entire project. His role involved development of lane closure worksheets as required by the PPM. Also, he was involved with the design of the ITS Infrastructure which included conduit for ITS devices and electronic toll collection (ETC) components and service points to all permanent I-595 corridor ITS that supported traffic management and operations of the general purpose and express lanes. This network included subsystems for reversible express lane access control, CCTV traffic monitoring, DMS, changeable message sign, HAR, MVDS, and an ETC infrastructure which involved all ancillary components within the corridor. This complex project benefited the client by reducing excessive delays along I-595. *Contact: Mr. Dong Chen (954) 777- 4362*

I-95 Widening from St. Lucie County Line to SR 60, Design-Build, FDOT D4 (2011 - 2013). FRA was part of the C3TS team on this project, which involved the widening of the SR 9/I-95 mainline from four to six lanes from the St. Lucie/Indian River Countyline to just north of the SR 60/Osceola Boulevard Interchange. This design-build project involved the design of an impacted ITS system including CCTV, MVDS, and fiber network. Project provides DMSs to the traveling public along I-95 within St. Lucie County. Mr. Kiboko served as an EOR for the ITS Design component of this project. *Contact: Mr. William Anson-Sonnett, P.E. (954) 777-4641*

Advanced Traffic Management System, FDOT D1 (2008 – 2010). The HSD/FR Aleman design-build team provided all services for this project related to design; construct, install and test a system and components that meet the primary objective of this project which is to provide an ATMS to the State of Florida, County of Manatee and in the future a possible product for Sarasota County. Mr. Kiboko served as Project Engineer. and was involved in the signalization, ATMS design, plans and specifications package; review of the Master Plan and Conceptual Plans developed by others and a full design/integration of the system. Project involved 144 signals. *Contact: Mr. Mark Roberts (863) 519-2507*

Traffic Count Program, St. Johns County (2 Contracts: 2007-Present). FRA has performed annual traffic counts in the unincorporated areas of St. Johns for eight consecutive years. Stations are counted bi-directionally for three consecutive days (Tuesday through Thursday) for a 72-hour period, in 15-minute increments. Summary tabulations included daily volume summary reports, hourly reports, and 15-minute reports for each day, at each counts station. *Contact: H.P. (Press) Tompkins, PE (904) 209-0113 (Retired)*

Client#: 1051528 DMKASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2019

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

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

PRODUCER
USI Insurance Services, LLC
2502 N Rocky Point Drive
Suite 400
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Company	25658
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E :	
INSURER F :	

INSURED
DMK Associates, Inc.
421 Commercial Court Suite C & D
Venice, FL 34292

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6806H998142	02/06/2019	02/06/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	X	X	BA8125L625	02/06/2019	02/06/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	CUP8405Y784	02/06/2019	02/06/2020	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	UB0K197182	02/06/2019	02/06/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			DPR9938111	02/06/2019	02/06/2020	$1,000,000 per claim $2,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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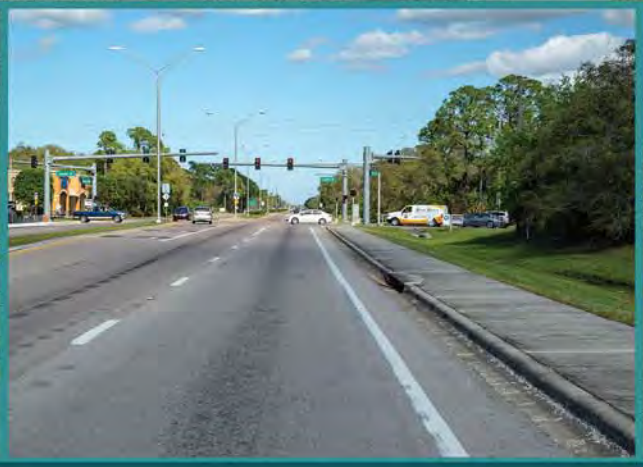
CHARLOTTE COUNTY

DESIGN COMPONENTS – INTERSECTION IMRPOVEMENTS



CES/American

RFP 2019000279

MARCH 19, 2019

CES/American

1700 El Jobean Road
Port Charlotte, FL 33948

Phone: (941) 629-2552 | **Fax:** (941) 743-8298

March 19, 2019

Project Manager/Contact
Ryan Forrestel, PE
Phone: 813.435.2648
E-mail: rforrestel@acp-fl.com

Responsible Local Office
1700 El Jobean Road
Port Charlotte, Florida 33948

Senior Division Manager - Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

RE: RFP 2019000279, Design Components – Intersection Improvements

Dear Professional Services Committee:

Charlotte Engineering and Surveying, Inc. (CES), a wholly-owned subsidiary of American Consulting Engineers of Florida, LLC (American) (CES/American) is dedicated to providing efficient and successful design for intersection improvements within the County. Providing the County with high-quality services takes an innovative and safety focused team. We have provided Charlotte County with design services since 1999, beginning with the Michael Kosinski Bridge repair and inspections. Since that time, CES/American has provided roadway and drainage design, traffic analysis, signalization, signing and pavement marking, and sidewalk design within Charlotte County's roadway network, which shows CES/American is very familiar with Charlotte County's preferences and procedures, which will be highly valuable for this intersection improvements contract. In addition, we have worked on over 55 projects for Charlotte County. This abundant experience is evidence that we can provide excellent service for this contract.

CES/American's team will be led by Ryan Forrestel, PE, our Project Manager, who is a principal of CES/American and has 42 years of experience. His Charlotte County experience includes Carmalita Corridor improvements, South County Sidewalk design, Beach Road Streetscape, and Edgewater Corridor conceptual design. Scott Korpi, PE, SE, PEng, our Principal-in-Charge, will work closely with Ryan and oversee the contract from a corporate level. He has also led CES/American's efforts for Charlotte County and overall has been working directly with the County for 20 years.

We will use the knowledge gained and lessons learned from our work with Charlotte County and other municipalities to design comprehensive improvements for the 11 proposed intersections listed in the RFP and any additional intersections that may be added.

We are proud of our long-standing relationship with Charlotte County and look forward to the opportunity to deliver superior design the County has come to expect from CES/American.

Sincerely,

CES/American

Ryan R Forrestel

Ryan Forrestel, PE
Project Manager/Principal

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I. PROPOSED TEAM

A. BACKGROUND OF THE PERSONNEL

CES/American Consulting Engineers of Florida, LLC (CES/American) is dedicated to providing sound engineering plans for construction of new turn lanes at various intersections within the County. CES/American will serve as the lead engineering firm on the team and will receive support from Weiler Engineering Corp for utility design and coordination, Universal Engineering Sciences, Inc. for geotechnical services, Hyatt Survey Services, Inc. for surveying services, and Florida Acquisition & Appraisal, Inc. (FLAA) for property acquisition. CES/American is supported by over 90 professionals, including management staff, planners, engineers, designers, and administrative staff. **We have worked on over 55 projects for Charlotte County and have a 20-year track record of exceeding expectations thereby demonstrating our commitment on past projects such as South County Sidewalk design, Beach Road Streetscape, and Edgewater Corridor conceptual design.** The CES/American staff proposed for this contract are the same team members who have worked on these projects and are very familiar with the area.

A1. PROJECT MANAGER

CES/American's project manager, **Ryan Forrestel, PE**, has 42 years of experience specializing in roadway design and intersection improvements. He has designed over 100 miles of roadway improvements ranging from local and rural roadways to interstates. Ryan has provided Charlotte County with proven management and engineering skills to meet the needs and schedules of this contract, as shown by CES/American's response to completing Carmalita Corridor Improvements, South County Sidewalk Design, and Manasota Key Sculpture Improvements. The success of these projects demonstrates CES/American's commitment to Charlotte County and our quality services. Ryan will serve as the primary point of contact for this contract. He will be joined by a highly experienced team that has met the needs of Charlotte County in the past and will continue to do so on this contract.

Ryan will assign the appropriate staff to each assignment that provides the most efficient means to produce the desired goal, but will also take a very active role on a day to day basis completing tasks required by this contract. Danielle Intriago, PE, will serve as our team's deputy project manager and will work very closely with Ryan to be involved in all project activities to serve as back up in the event Ryan is unavailable.

A2. OTHER KEY PERSONNEL

The table below shows CES/American team's key personnel proposed for this contract and their experience with the scope of services items listed in the RFP. Following the table are short bios for these staff members with full resumes at the end of this section. An organizational chart, on page 4, shows our team's structure.

TABLE 1 - KEY PERSONNEL EXPERIENCE

Name	Role	Years of Experience	Design and Permitting	Traffic & Access Mgmt Studies	Evaluation of Various Alternatives	Envir. Studies & permitting	Utility Coordination	Charlotte Cty Utilities Dept Design	Post Design Services	Environ Permit Compliance Review	Value Engineering Review
Ryan Forrestel, PE	Project Manager	42	●	●	●	●	●		●		●
Scott Korpi, PE, SE, PEng	Principal-in-Charge	30	●	●	●				●		●
Christopher O'Reilly, PE	QA/QC	33	●	●	●		●		●		●
Danielle Intriago, PE	Deputy Project Manager/ Roadway Design Team #1	12	●	●	●		●	●	●		
Adam Perez, PE	Roadway Design Team #2	23	●	●	●	●	●		●		●
Bill Adams, PE	Drainage Engineer	23	●		●	●	●	●	●		
Mohan Gopalakrishna, PE, PTOE	Senior Traffic Engineer	27	●	●					●		
Christopher Salicco	Environmental and Permitting Scientist	14	●		●	●			●	●	
Jack Knowlton, PE	CEI/Construction Management	37	●		●		●		●		●

SCOTT KORPI, PE, SE, PENG – PRINCIPAL-IN-CHARGE

Scott has 30 years of project management, design, and inspection experience. He has led projects involving planning or design of over 100 new or replacement bridges. Scott has served as the project manager of CES/American's ongoing work with the Michael Kosinski bridge, which first began 18 years ago. Scott is very experienced and familiar with Charlotte County's needs and expectations having served as project manager, lead engineer, or principal-in-charge on every project CES/American has completed for Charlotte County over the past 20 years.

CHRISTOPHER O'REILLY, PE – QA/QC

Chris will provide QA/QC on this contract and has 33 years of experience in plans review, specifications, highway design, and project management. He has led three consecutive districtwide plans review contracts for FDOT District Four. Chris's experience includes reviewing over 500 phase submittals through final plans contracts and more than 40 design projects for FDOT Districts Four and Six.

DANIELLE INTRIAGO, PE – DEPUTY PROJECT MANAGER/ROADWAY DESIGN TEAM #1 LEAD

Danielle has 12 years of experience in roadway design, plans production, and utility coordination. In addition to serving as the Deputy Project Manager for this contract, she will also lead roadway design team #1. Danielle's project experience includes intersection design, sidewalk design, weigh stations, RRR projects, new construction, and interstate widening. Her projects in Charlotte County includes Carmalita Corridor Improvements, Michael Kosinski Bridge Replacement, and Cape Haze Drive Bridge over Amberjack Cove.

ADAM PEREZ, PE – SENIOR ROADWAY ENGINEER/ROADWAY DESIGN TEAM #2 LEAD

Adam has 23 years of transportation design experience including almost 18 years with FDOT District Seven. He will lead roadway design team #2. His recent project experience includes serving as Engineer of Record (EOR) for the Hudson Avenue at US 19 intersection upgrades for Pasco County. He is also the EOR for the Price Boulevard complete streets project for the City of North Port.

BILL ADAMS, PE – DRAINAGE ENGINEER

Bill has 23 years of experience in the design of civil engineering projects specializing in drainage, roadway, site, and utilities design. He will lead drainage design for this contract. Bill's experience includes stormwater modeling; stormwater design including detention ponds, retention ponds, storm sewers, culverts, control structures, floodplain compensation areas; and pond siting analysis and report preparation. He has provided drainage design on many Charlotte County projects including the current Basin Drainage Study, Carmalita Corridor improvements, Harborview Road at DeSoto Canal Bridge, and Cape Haze Bridge over Amberjack Cove Waterway.

MOHAN GOPALAKRISHNA, PE, PTOE – SENIOR TRAFFIC ENGINEER

Mohan has 27 years of engineering experience as a Senior Traffic Specialist and Traffic Design on projects statewide. In addition, he has consistently served clients such as Florida's Turnpike, MDX, Palm Beach County, Broward County and Miami Dade County. Mohan's design experience includes signalization, signing and pavement marking, street lighting, and traffic studies (safety and operational improvements).

CHRISTOPHER SALICCO – ENVIRONMENTAL AND PERMITTING SCIENTIST

Chris has 14 years of environmental experience including the environmental design and permitting of Edgewater Drive Widening, Tom Adams Bridge, and Ingraham Boulevard Bridge for Charlotte County. He specializes in environmental impact assessments, permitting, wetland delineation, GIS mapping, and agency coordination. He has permitted various types of projects for municipalities and agencies throughout the state, including Southwest Florida Water Management District (SWFWMD) and South Florida Water Management District (SFWMD). Additionally, he is a certified gopher tortoise agent and has experience providing wildlife and habitat surveys.

JACK KNOWLTON, PE – CEI/CONSTRUCTION MANAGEMENT

Jack has 37 years of experience in construction management, construction engineering and inspection, constructability reviews, claims assistance, estimating, transportation planning, and design. He will serve as the lead CEI as needed for any assignment under this contract. He will also

lead all constructability plan reviews and construction management. Jack's Charlotte County experience includes the Edgewater Drive Widening, Tom Adams Bridge, and Harborview Bridge Replacement.

CHUCK KOONS, PE - PROJECT ADVISOR

Chuck joins our team as a Project Advisor for this contract. He has over 40 years of project manager and design experience. Chuck served Charlotte County as a Project Engineer for over 20 years. His experience includes being the client project manager for Tom Adams Bridge and Edgewater Drive Widening.

A3. CONSULTANTS

Weiler Engineering Corp. (Weiler) will provide utility design and coordination for our team. They have provided full-service civil and structural engineering services for over 25 years to clients throughout Southwest Florida. Their office is located in Charlotte County so their utility coordinators and designers are very familiar with the utility agency owners in the area. **CES/American and Weiler have worked on two projects together including Carmalita Corridor Improvements for Charlotte County and Price Boulevard Widening for the City of North Port.**

Hyatt Survey Services, Inc. (Hyatt) joins our team to provide surveying services. They are a SBE/WBE firm with over 50 years of experience in surveying and mapping. Their full service firm provides boundary, topographic, hydrographic, construction, and GPS surveying services throughout Florida. **CES/American and Hyatt have worked on 11 projects together since 2000 including the Michael Kosinski Bridge Replacement, Cape Haze Drive Bridge over Amberjack Cove, and US 41 North and South Access Road Bridges for Charlotte County.**

Universal Engineering Sciences, Inc. (Universal) will provide geotechnical services. Their in-house services include geotechnical engineering, subsurface exploration and environmental drilling, construction materials testing and threshold inspection, building/private provider inspection and plan review, geophysical services and a wide range of environmental sciences. **CES/American and Universal have work on 19 projects together including Tom Adams Bridge Rehabilitation and Harborview Road CEI Services for Charlotte County.**

Florida Acquisition & Appraisal, Inc. (FLAA) will provide property acquisition if needed. They are an SBE firm and can provide right of way cost estimating, acquisition, advanced acquisition, and more if needed. FLAA has provided right of way, conservation, and other related real estate acquisition services since 1995. They have been successful in negotiation of property rights for government entities and have achieved an overall corporate settlement rate for clients of nearly 90%. All acquisition and appraisal services will be conducted under Florida State Statutes 73, 74, and 337 as well as the Uniform Standards of Professional Appraisal Practice (USPAP). **CES/American has worked on four projects with FLAA including the Lutz Lake Fern Widening PD&E and Design for Hillsborough County and City of North Port Price Boulevard Complete Street.**

CES/American

Ryan Forrestel, PE
Project Manager

SUMMARY

Mr. Forrestel has 42 years of diversified experience in highway design, site design, and traffic engineering. His transportation experience includes highway design projects ranging from local streets to freeways, the design of new rural and urban facilities, reconstruction, RRR improvements, and corridor studies. Mr. Forrestel's limited access facility project experience includes serving as project manager for the design of complete interchange reconstruction, including three diverging diamond interchanges (DDI), interstate resurfacing and widening, and six design-build projects in Districts One, Five, and Seven. Mr. Forrestel's site civil project experience includes office parks and facilities, commercial development, and landfills. His traffic engineering experience includes preparation of traffic studies, signal plans, and signing and marking plans. Mr. Forrestel has extensive project management experience ranging from small projects to multimillion-dollar projects. Mr. Forrestel was the 2014 recipient of the FDOT/FICE Ben Watts Partnership Award.

EDUCATION

- M.S., Civil Engineering, Purdue University, 1978
- B.S., Civil Engineering, Purdue University, 1976

PROFESSIONAL REGISTRATIONS

- Florida PE #38912, 1987
- New York PE #080803, 2005
- Michigan PE #6201052367, 2005

PROJECT EXPERIENCE

Charlotte County: Carmalita Corridor Improvements, from Cooper Street to Education Street, Charlotte County, Florida. *Principal-In-Charge.* The project's goal was to improve traffic flow around a middle school, high school, and school bus transportation facility and relieve flooding along a 1-mile corridor. Carmalita Street and Education Street were reconstructed and widened from two to three lanes. CES/American evaluated and designed improvements for roadway widening, intersection improvements, improved lighting, signalization, addition of an 8-foot sidewalk, and creation of a regional drainage pond to relieve flooding issues. This project also included delineating wetlands and conducting wildlife surveys. Extensive coordination was required with the Charlotte County School District due to the proximity of schools (elementary, middle, and high school), county-wide school bus transportation facility, and warehouses. Certain construction phases were tied to the school schedule to minimize impacts to school operations. This was a joint effort with Southwest Florida Water Management District, Charlotte County School Board, and City of Punta Gorda. Deliverables included roadway, lighting, and signal plans. A permit was obtained from Southwest Florida Water Management District.

Charlotte County: South County Sidewalk Design, Charlotte County, Florida. *Principal-in-Charge.* This project consisted of designing a five-foot sidewalk on one side of the roadway for the following roadways: Golf Course Boulevard (Fairway Drive to Knollwood Drive), Cooper Street (Airport Road to Taylor Road), and Cooper Street (Airport Road to US 41 via Aqui Esta). The project is approximately 6,450 lineal feet, or 1.22 miles. All three sidewalks are located near schools and improve pedestrian and student access and safety. Minor drainage improvements were required to accommodate the sidewalks. A drainage permit exemption from Southwest Florida Water Management District was obtained.

Charlotte County: Manasota Key Sculpture Improvements, Charlotte County, Florida. *Project Manager.* This project included the incorporation of a steel shell sculpture in the existing roundabout at the intersection of Beach Road/North Beach Road/Gulf Boulevard on Manasota Key. The proposed improvements included the installation of a decorative wave light fixture, lighted bollards, lighting conductors, special surface treatment of the roundabout, and installation of eight decorative light poles along Gulf Boulevard (four poles) and North Beach Road (four poles). CES/American's role included project management, managing the complete installation of the shell sculpture, lighting, and special paving surfacing, lighting design, coordination with the Manasota Key MSTU and the artist, attending meetings, and conducting site visits.

Charlotte County: Edgewater Corridor Study, Phase III, Charlotte County, Florida. *Project Manager.* CES/American prepared a conceptual design for the Edgewater Corridor in order to establish future right of way needs for a new 4-mile arterial corridor. CES/American worked with Charlotte County staff to establish the typical section, evaluate access management, and terminate street connections to the new corridor and identify the right of way needs along the corridor. Our scope included preparation of right of way plans. This was completed under the Charlotte County Professional Engineering Services Contract.

Charlotte County: Michael Kosinski Bridge Replacement, Charlotte County, Florida. *Roadway Engineer-of-Record.* The replacement bridge is a three-span (55 feet: 55 feet: 55 feet) structure using precast prestressed concrete beams supported on pile bents. Project includes significant public involvement relating to bridge type selected, environmental issues with permitting, and construction engineering inspection.

City of North Port: US 41 (SR 45) at Sumter Boulevard Right-Turn Lane, North Port, Florida. *Project Manager.* CES/American provided design for adding a right-turn lane on westbound US 41 (SR 45) onto northbound Sumter Boulevard. This 450-foot long right-turn lane was designed to stay within the existing right of way and required relocation of the existing sidewalk. The

conveyance ditch adjacent to the turn lane was modified to maintain hydraulic capacity while minimizing impacts to utilities and City-owned street lighting assets. As a LAP project, coordination with FDOT was required throughout the design process.

City of North Port: Spring Haven Drive Extension from Pan American Boulevard to Butler Park Access Drive, North Port, Florida. *Principal-in-Charge.* CES/American provided final design and permitting services for the extension of Spring Haven Drive from Pan American Boulevard to Butler Park Access Drive, approximately 0.59 miles. The improvements included two 12-foot lanes with 4-foot bicycle lanes, divided by a 16-foot landscaped median. CES/American also designed right-turn lane improvements at the intersection of Spring Haven Drive and Pan American Boulevard west on Pan American Boulevard and north on the existing Spring Haven Drive. The improvements were designed within the existing 80-foot right of way. Additional work included drainage design, utility design and coordination, permitting, lighting, sidewalk, and landscape design.

City of North Port: Price Boulevard/Haberland Road Intersection Improvements, North Port, Florida. *Project Manager and Engineer-of-Record*. The Price Boulevard/Haberland Road intersection improvements included addition of turn lanes, sidewalks, signalization, and roadway lighting.

Hillsborough County: Miscellaneous General/Civil Services, Hillsborough County, Florida. *Principal-in-Charge.* CES/American is providing general civil engineering services to the County. This contract was developed to support the County's projects to be constructed through the Transportation Task Force funding. Some of the tasks completed include:

- Turkey Creek Road at West Trapnell Road. Production of a traffic engineering report to analyze and recommend level of service improvements for this intersection. The project included analyzing the projected growth volumes and determining where additional turn lanes were feasible at the intersection.
- Turkey Creek Road at Sydney Road. Production of a traffic engineering report to analyze and recommend level of service improvements for this intersection. The project included analyzing the projected growth volumes and determining where additional turn lanes were feasible at the intersection.
- Turkey Creek Road at Airport Road. Production of a traffic engineering report to analyze and recommend level of service improvements for this intersection. The project included analyzing the projected growth volumes and determining where additional turn lanes were feasible at the intersection.
- SR 60 at Mulrennan Road. Provided preliminary design and engineering services for proposed improvements. This project provided preliminary conceptual alternatives to upgrade the intersection for additional turn lanes. Developed preliminary designs, including horizontal and vertical geometry, typical sections, anticipated right of way impacts and stormwater management.
- SR 60 at Dover Road. Providing final design and construction plans for proposed improvements. This project provided preliminary conceptual alternatives to upgrade the intersection for additional turn lanes. Developed preliminary designs, including horizontal and vertical geometry, typical sections, anticipated right of way impacts and stormwater management.
- Front Street at North Valrico Road. Providing final design and construction plans, including horizontal and vertical geometry, typical sections, right of way impacts and stormwater management. The improvements for the intersection included road widening that allowed for left-turn lanes for the northbound and southbound approaches on Valrico Road and eastbound approach on Front Street. Improvements also included modification of the vertical alignments to be in accordance to Chapter 25 of the Plans Preparation Manual.

FDOT District Seven: SR 54, East of CR 577 (Curley Road) to East of CR 579 (Morris Bridge Road), Pasco County, Florida. *Design Project Manager.* CES/American was selected to design the widening of SR 54 from east of Curley Road to east of Morris Bridge Road within Wesley Chapel, a distance of 4.7 miles. Three typical sections will be utilized in the design: a six-lane urban, a four-lane suburban expandable to a six-lane urban, and a four-lane urban section. The proposed rights of way range from 142 to 166 feet. Additional improvements include a sidewalk, joint-use path along the entire corridor, bicycle lanes, traffic signals, and utility improvements. Extensive coordination with numerous major developments along the corridor will be required. Additionally, right of way and TCEs were required from more than 30 parcels. An advance to right of way reevaluation was prepared and approved on January 11, 2013 and an advance to construction reevaluation was prepared and approved on July 25, 2016. Construction began in 2018.

FDOT District Seven: I-75/SR 56 Interchange from East of CR 54 to West of Cypress Ridge Boulevard, Pasco County. *Project Manager.* The purpose of this project is to reconstruct the existing I-75 at SR 56 diamond interchange to a DDI. Specific improvements include modifying lane configurations to improve capacity, geometric refinements along SR 56 and the I-75 ramps to accommodate the DDI configuration, and improved bicycle and pedestrian facilities within the project limits. All improvements will be designed within the existing right of way while maintaining the existing SR 56 over I-75 bridge width and cross slope. The drainage improvements will consist of a closed drainage system, median swales, nutrient treatment, modifications to existing ponds, and potential regional/joint use ponds. Permits are expected from the U.S. Army Corps of Engineers, Southwest Florida Water Management District, and Florida Department of Environmental Protection.

CES/American

Scott Korpi, PE, SE, PEng

Principal-in-Charge

SUMMARY

Mr. Korpi has 30 years of project management and structural design, repairs, and inspection experience. He has completed extensive research on stability, especially during construction of bridges and other structures. Mr. Korpi has led projects involving planning or design of over 200 new or replacement bridges including post-tensioned segmental concrete bridges, cable stayed bridges, suspension bridges, simple precast/prestressed concrete (PPC) I beam bridges, major continuous steel plate girder bridges, rolled steel beam bridges, PPC box beam bridges, cast-in-place concrete flat slab bridges, and timber bridges. He also has considerable construction experience including the supervision of numerous bridge reconstruction projects and has prepared repair plans for numerous structures.

EDUCATION

- M.S., Civil Engineering, University of Minnesota, 1989
- B.S., Civil Engineering, University of North Dakota, 1987
- Ph.D. Studies, Structures, University of Illinois, 1991-1993

PROFESSIONAL REGISTRATIONS

- Florida PE #0050357, 1996
- Georgia PE #24965, 1998
- Illinois SE #081-005219, 1993
- Virginia PE #0402046381, 2009
- Michigan PE #6201051094, 2005
- Ontario PEng #100211050, 2017

PROJECT EXPERIENCE

Charlotte County: Harborview Road at Desoto Canal Bridge Replacement, Charlotte County, Florida. *Principal-in-Charge.* Design of the replacement structure over Desoto Canal. This project involves the replacement of the Harborview Road over Desoto Canal bridge in Charlotte County, Florida. In addition to structural design, the project also includes permitting, right of way surveys, drainage design and bridge hydraulic investigations, construction plans, and technical specifications necessary for replacing and reconstructing the bridge and associated approaches.

Charlotte County: Cape Haze Bridge Replacement, Charlotte County, Florida. *Project Manager.* This project involved the replacement of a 21-foot 2-inch bridge over Amberjack Cove Waterway. The new structure consists of a single span at 20 feet 6 inches using a precast three-sided arch. The bridge also provided a 5-foot sidewalk with the decorative Texas Classic Railing. This project also included an increase in the vertical profile (by approximately 1-foot) adjustment of the roadway approaches, preparation of a bridge development report and bridge hydraulics report, utility design and permitting. The project was ultimately constructed through the American Recovery and Reinvestment Act of 2009.

Charlotte County: Jacobs and Eisenhower Bridge, Port Charlotte, Florida. *Project Manager.* Responsible for the evaluation of the existing bridge for structural and geometrical deficiencies and preparation of a report outlining the alternatives to upgrading the existing bridge to current standards. Rehabilitation and widening plans were then prepared for the replacement of substandard bridge railings, addition of sidewalks, and the improvement of the approach roadway geometrics. The design was completed to allow all construction to take place in phases to maintain at least one lane of traffic at all times.

Charlotte County: Ingraham Boulevard Bridge over Presidents Waterway, Charlotte County, Florida. *Project Manager and Lead Structural Engineer.* Emergency inspection and evaluation of the Ingraham Boulevard Bridge over Presidents Waterway, which was struck by a vessel resulting in the complete fracture of one PPC pile. The structure has five 24-foot spans, consisting of PPC box beams supported on pile bents with 2-foot 6-inch square pile caps. The pile bents consist of seven 14-foot PPC piles with the outside pile battered. Several alternatives for the rehabilitation of the bridge were developed and presented to the County with a recommended solution. Rehabilitation plans were then prepared, including the driving of steel H piles on either side of the fractured concrete pile with a rolled steel beam placed across the two piles under the existing concrete cap. The cap was then jacked upward from this frame to relieve the dead load on the first undamaged concrete pile, which was imposed when the pile was fractured. CES/American also provided oversight of the contractor to ensure construction was in compliance with the plans.

Charlotte County: Edgewater Drive, Charlotte County, Florida. *Principal-in-Charge.* This project involves the replacement of three bridges along Edgewater Drive, including preparation of bridge development reports and completing full design and construction plans. The project also includes typical section revisions, access management accommodation changes, stormwater management, permitting, utility design and coordination, and maintenance of traffic.

Charlotte County: CEI for Three Bridge Projects, Charlotte County, Florida. *Principal-in-Charge.* Responsible for services during the construction in Charlotte County of three bridges, including Elkcam Waterway North, Elkcam Waterway South, and Melbourne Waterway. This project involves construction oversight for the Elkcam Waterway (north and south) and Melbourne Street bridges in Charlotte County, Florida. The Elkcam Waterway bridges include a single span 40-foot bridge on the north side US 41 Access Road and a three-span 105-foot bridge on the south side. The Melbourne Street Bridge over a Tidal Creek is a single span 40-foot bridge just west of the bay.

Charlotte County: Coral Creek Bridge Construction, Charlotte County, Florida. *Construction Project Manager.* Construction engineering inspection of a cast-in-place flat slab bridge on a new horizontally curved alignment. The project includes several hundred feet of roadway connections, parking area, drainage and water treatment ponds, sanitary sewer system and water lines construction, utility relocation, parking, and recreational facilities. The bridge has twelve 36-foot 6-inch spans for a total length of 438 feet and is built on a 6.3% superelevation. The width varies from 61 feet 6 inches to 73 feet 3 inches with the addition of a left-turn lane at the bridge's west end.

Charlotte County: Michael Kosinski Bridge Replacement, Charlotte County, Florida. *Project Manager and Lead Engineer.* Replacement of a seven-span timber bridge. The replacement bridge is a three-span (55 feet each) structure using PPC beams supported on pile bents. The project included significant public involvement relating to bridge type selected, environmental issues with permitting, and construction engineering inspection.

Charlotte County: Tom Adams Bascule Bridge Rehabilitation, Charlotte County, Florida. *Project Manager and Lead Engineer.* Rehabilitation of a 19-span 997-foot-long bridge. The bridge includes a center bascule span with an opening of 103 feet. A comprehensive water inspection of the entire structure (above and below) was performed, including the mechanical and electrical systems, steel girder bascule spans, pile bents, tender house, and approach roadways as well as load ratings of the existing bridge. The rehabilitation program included completely replacing the electrical system, upgrading the mechanical system, widening the superstructure, replacing the steel grid decking, placing pile jackets on the intermediate bents with cathodic protection, and demolishing and constructing a new tenderhouse.

Charlotte County: Michael Kosinski and Anne Merry Bridge Repairs, Knight Island, Florida. *Project Manager and Lead Engineer.* This project involved inspections above and below water, evaluations, load ratings, and preparation of emergency repair plans for two timber bridges after failure due to an overweight truck. Repair of Kosinski Bridge consisted of replacing the deteriorated and failed timber stringers, timber decking, and shoring up intermediate bents and end bents. Anne Merry timber bridge was replaced with PPC deck beam bridge supported on precast concrete pile caps. Plans were completed on an emergency basis to minimize duration of road closure.

City of North Port: Pedestrian/Equestrian/Bicyclist Bridge at Myakkahatchee Creek Environmental Park, North Port, Florida. *Principal-in-Charge.* CES/American designed a bridge over the Myakkahatchee Creek to allow access for pedestrians, bicyclists, and equestrians to the Myakkahatchee Creek Environmental Park from the south. A prestressed slab with a cast-in-place topping was used for this span that is approximately 60 feet long. Special design and geometric criteria was considered due to the use of this trail by horse; because of this, the design used FHWA's Equestrian Design Guidebook for Trails, Trailheads, and Campgrounds. The foundations used Geosynthetic Reinforced Soil (GRS) abutments to support the precast slab superstructure. The use of this innovative construction method helped to significantly reduce bridge construction cost and duration, and ease the substructure construction since amount of heavy equipment was reduced when compared to pile bents.

FDOT District One: Anna Maria Island Bridge Replacement, Manatee County, Florida. *Lead Structural Engineer and Engineer-of-Record.* This project involves designing a high-level fixed bridge to replace the existing bascule bridge to Anna Maria Island. The new bridge will be constructed to the south of the existing bridge and provide 65 feet of vertical navigational clearance and 100 feet of horizontal clearance between fenders. The existing Anna Maria Island Bridge will be demolished following the construction of the new bridge with the acceptable debris recycled on an artificial reef where feasible. CES/American is working closely with the aesthetics committee to evaluate architectural and aesthetic elements. Roadway approaches to the bridge will consist of two 12-foot-wide travel lanes, 10-foot-wide shoulders (7-foot paved for buffered bicycle lanes), 10-foot-wide sidewalks on both sides of the roadway, curb and gutter on the north side of the roadway (west of the bridge only), and a 45 mph design speed. A roundabout analysis will be performed at the SR 789 intersection.

FDOT District Seven: I-75 (SR 93) North of CR 54 to North of SR 52, Pasco County, Florida. *Lead Structural QA/QC Reviewer.* This project included the complete reconstruction of the I-75/SR 52 interchange including the replacement of dual AASHTO PPC I beam bridges. The existing four span bridges were replaced by a 170-foot-long single span precast, prestressed concrete beam bridge with wrapped MSE walls. Due to the existing substandard vertical clearance, the bridge was raised several feet to provide at least 16 feet and 6 inches of vertical clearance over the reconstructed and widened SR 52.

FDOT District Seven: I-75 (SR 93) from SR 50 to Hernando/Sumter County Line, Hernando County, Florida. *Lead Structural QA/QC Reviewer.* The project involved widening of the bridges over Croom Rital Road and the Withlacoochee River. For the Croom Rital bridges, Florida-I 45 beams were used for the five spans that ranged in length from 40 to 67 feet. Pile bent substructures, which were skewed approximately 35 degrees to match Croom Rital Road, utilized 18-inch prestressed piles and supported these 279-foot and 6-inch-long bridges. The Withlacoohee River bridges were 350 feet long. The superstructure utilized Florida-45 beams that were supported on 18-inch pile bents. An in-depth scour analysis and scour protection was used to ensure the stability of bridges during the design storm events.

CES/American

Bill Adams, PE
Drainage Design

SUMMARY

Mr. Adams has 23 years of experience in the design of civil engineering projects specializing in drainage, roadway, site, and utilities design. His experience includes stormwater modeling; stormwater design including detention ponds, retention ponds, storm sewers, culverts, control structures, floodplain compensation areas; and pond siting analysis and report preparation.

EDUCATION

- B.S., Civil Engineering, Georgia Institute of Technology, 1996

PROFESSIONAL REGISTRATIONS

- Florida PE #57950, 2002
- Georgia PE #034258, 2013
- Tennessee PE #113246, 2009

PROJECT EXPERIENCE

Charlotte County: Carmalita Corridor Improvements, Punta Gorda, Florida. *Drainage Engineer*. Responsibilities included providing the drainage design to relieve flooding along 2 miles of county roads and within a flood portion of the City of Punta Gorda. The project's goal was to improve traffic flow around a middle school, high school, and school bus transportation facility and relieve flooding along a 1-mile corridor. Carmalita Street and Education Street were reconstructed and widened from two to three lanes. CES/American evaluated and designed improvements for roadway widening, intersection improvements, improved lighting, signalization, addition of an 8-foot sidewalk, and creation of a regional drainage pond to relieve flooding issues. This project also included delineating wetlands and conducting wildlife surveys. Extensive coordination was required with the Charlotte County School District due to the proximity of schools (elementary, middle, and high school), county-wide school bus transportation facility, and warehouses. Certain construction phases were tied to the school schedule to minimize impacts to school operations. This was a joint effort with Southwest Florida Water Management District, Charlotte County School Board, and City of Punta Gorda. Deliverables included roadway, lighting, and signal plans. A permit was obtained from Southwest Florida Water Management District.

Charlotte County: Harborview Road at DeSoto Canal Bridge Replacement, Charlotte County, Florida. *Drainage Engineer*. Mr. Adams prepared a hydraulic evaluation of the replacement of Bridge No. 014017 over the Desoto Canal. The evaluation assessed pre- vs. post-flood stages, vertical clearances and scour potential. HEC-RAS was utilized for the evaluation. This project involved the replacement of the Harborview Road over Desoto Canal Bridge. In addition to structural design, the project also included permitting, right of way surveys, drainage design and bridge hydraulic investigation, construction plans, and technical specifications necessary for the replacement of the structure and associated reconstruction of the bridge approaches.

Charlotte County: Cape Haze Bridge Replacement, Charlotte County, Florida. *Drainage Engineer*. Mr. Adams prepared a hydraulic evaluation of the bridge replacement to establish the proposed bridge horizontal and vertical clearances, backwater effects as well as scour potential and protection were evaluated. This project involved the replacement of a 21-foot 2-inch bridge over Amberjack Cove Waterway. The new structure consists of a single span at 20 feet 6 inches using a precast three-sided arch. The bridge also provided a 5-foot sidewalk with the decorative Texas Classic Railing. This project also included an increase in the vertical profile (by approximately 1-foot) adjustment of the roadway approaches, preparation of a bridge development report and bridge hydraulics report, utility design and permitting. The project was ultimately constructed through the American Recovery and Reinvestment Act of 2009.

Charlotte County: Tom Adams Bridge Rehabilitation, Charlotte County, Florida. *Drainage Engineer.* This project involved the rehabilitation of the 19-span 997-foot-long bridge. The bridge includes a center bascule span with an opening of 103 feet. CES/American completed the inspection, evaluation, design, and CEI services for the Phase 1 repairs in 2006. We are currently finalizing the design for Phase 2 and have submitted 100% plans. Phase 1 repairs included cathodic protection pile jacketing, concrete deck repairs, replacing the steel grid decking, repairs to structural steel beams, bridge painting, mechanical and electrical work, and demolishing and constructing a new tenderhouse. Phase 2 includes structural steel repairs and painting of the movable span, a new tender house, upgrades of the electrical and mechanical equipment, approach slab replacement, and rehabilitation of the bridge sidewalks to comply with ADA requirements. New traffic barriers and pedestrian railing will also be placed along the entire length of the structure. Prior to performing the rehabilitation work, CES/American staff verified the load rating of this bridge. A post-Hurricane Irma damage assessment was performed using drones in October, 2017.

FDOT District One: I-75 from South of SR 78 to the Charlotte County Line, Lee County, Florida. *Lead Drainage Engineer.* Mr. Adams was responsible for conducting an extensive drainage analysis for the project. The typical section included widening and resurfacing existing mainline I-75 to three travel lanes in each direction, widening to the median, 12-foot shoulders (10-foot paved) inside and outside. The typical section included accommodations for the ultimate eight-lane build-out. Milling and resurfacing of the ramps at SR 78 were included. In

addition to the roadway widening, the bridge over SR 78 was widened to match the roadway widening. The project also involved the design of stormwater ponds and floodplain compensation ponds. Environmental aspects included wetland delineation, wetland mitigation, contamination screening, and permitting with the South Florida Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection as well as coordination with U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission on threatened and endangered species including the Florida panther, sandhill crane, and gopher tortoise.

FDOT District One: SR 70 at US 441 Intersection, Okeechobee County, Florida. L*ead Drainage Engineer.* The proposed improvements to the corridor included widening on all four approaches to provide dual left-turn lanes. Along US 441, existing pavement marking for the parking lanes and the existing grass median were removed, through lanes were moved to the outside, and widening occurred where there was an existing grass median. A traffic separator will be placed to separate opposing traffic patterns on US 441. The south side of SR 70 was widened within Flagler Park, which resulted in approximately 26.5 feet of additional right of way. The eastbound traffic used these new lanes and westbound traffic remained in its current location. The signal was also upgraded and numerous driveways and sidewalks were updated to ensure Americans with Disabilities Act (ADA) compliance.

FDOT District One: I-75 at Bonita Beach Road from East of Oakland Drive to West of Hunters Ridge, Lee County, Florida. *Lead Drainage Engineer*. The intent of this design-build contract was to provide additional turn lanes at specific on and off ramps along I-75 at the interchange with Bonita Beach Road. The specific improvements included widening Bonita Beach Road to provide for dual left-turn lanes and necessary storage for traffic accessing the on ramps to I-75, widening the existing on and off-ramps to provide for additional storage, reconstructing the ramp providing access from the northbound off-ramp to eastbound Bonita Beach Road and place under signal control, providing for shared-use path with a minimum width of 10 feet on each side of the interchange. Additional tasks included the upgrade of the signalization and lighting to meet the new conditions and to provide stormwater treatment and attenuation as necessary to permit the proposed construction of the identified improvements. The stormwater management design included impaired water body/nutrient loading analysis and design.

FDOT District One: I-75 at SR 884 (Colonial Boulevard) Interchange, Lee County, Florida. *Drainage Engineer.* The interchange of I-75 and Colonial Boulevard needs to be improved to accommodate future traffic growth due to development in the vicinity of the interchange and is anticipated to enhance overall safety, capacity, and emergency evacuation within the County. The purpose of the study is to reevaluate the original preferred alternative, a single point urban interchange (SPUI), for improved operations to meet future traffic needs. In 2011, FDOT widened I-75 to six lanes and widened the existing bridges over Colonial Boulevard. Furthermore, Lee County widened Colonial Boulevard to six lanes in 2012. Implementing a SPUI would require replacement of the I-75 bridges over Colonial Boulevard. In order to salvage the newly widened I-75 bridges, FHWA suggested to FDOT a reassessment of the interchange. CES/American completed the reevaluation and determined that a DDI configuration with continuous flow intersection (CFI) at Ortiz Avenue and superstreet at Forum Boulevard is the best solution for this location. The DDI interchange alternative salvages the bridges, eliminates on and off-ramp conflicts with through lanes, and improves signal spacing.

FDOT District Seven: Gandy Boulevard Design, East of the Gandy Bridge to Dale Mabry Highway, Tampa, Florida. *Senior Drainage Engineer.* The goal of this roadway design project was to improve 2.4 miles of the Gandy Boulevard corridor by converting the arterial from a five-lane undivided section to a four-lane divided roadway with enhanced aesthetics and landscaping features. This LAP-funded project provides safe and accessible options for all travel modes—walking, biking, transit and vehicles—in a complete street design. The specific improvements included installation of a raised median, additional turn lanes, upgraded traffic signals, decorative lighting, pavement rehabilitation and reconstruction, addition of a shared-use path, Dynamic Message Signage, CCTV integration of the signalized intersections, and upgrade of the closed drainage system. The project required a detailed public involvement program, including creation of a Community Aesthetics Advisory Committee, and a formal public hearing. Survey and right of way maps were prepared for partial acquisition of 12 parcels.

Palm Beach County: Old Dixie Highway, Yamato Road to Linton Boulevard, Palm Beach County, Florida. *Drainage Engineer.* This project involves final design services to widen and reconstruct Old Dixie from Yamato Road to Linton Boulevard from two to three lanes in each direction, approximately 3.1 miles. The existing typical section is a two-lane undivided roadway section, which will be widened to three lanes with a 12-foot center turn lane, two 11-foot travel lanes, 3- to 4-foot paved outside shoulders, type F curb and gutter, and 5- to 6-foot concrete sidewalk on the east side. Right of way will be acquired to construct the project. Major work includes roadway reconstruction, widening or replacing bridge over South Florida Water Management District C-15 canal, drainage improvements, and right of way acquisition. Additional tasks include survey and mapping, traffic/signalization, geotechnical, utility coordination, environmental, and permitting. The project includes coordination with the FEC railroad, City of Delray Beach, and the City of Boca Raton.

CES/American

Mohan "Mo" Gopalakrishna, PE, PTOE

Traffic/Access Management/Signals

SUMMARY

Mr. Gopalakrishna has 27 years of engineering experience as a Senior Traffic Specialist and Traffic Design on Florida Department of Transportation (FDOT) projects statewide. In addition, he has consistently served other Clients such as Florida's Turnpike, MDX, Palm Beach County, Broward County and Miami Dade County. His design experience includes signalization, signing and pavement marking, street lighting, and traffic studies (safety and operational improvements). These services were provided as a part of a widening, 3R, design-build, and P3 projects. Mohan has worked closely with local municipalities and maintaining agencies to successfully expedite projects. In the past two decades, he has designed over 200 signals and over 400 miles of roadway lighting/signing-pavement marking and over 100 Intersection LED Lighting projects. Mohan consistently completes projects on time and within budget. He has developed excellent working relationships with the FDOT, local municipalities, and maintaining agencies. He has an excellent track record of completed roadway projects in the State of Florida.

EDUCATION

- ME, Civil Engineering, University of Florida, 1996
- BE, Civil Engineering, Bangalore University, 1998

PROFESSIONAL REGISTRATIONS

- Florida PE, #60720, 2004

CERTIFICATIONS

- Professional Traffic Operations Engineer (PTOE) (2011)
- Florida Advanced Maintenance of Traffic (2013)

EXPERIENCE PRIOR TO AMERICAN

FDOT District One: Districtwide Resurfacing Contract, Highlands County, Florida. *Senior Project Engineer.* Responsible for the ongoing signalization and street lighting design and analysis project at US 27/Lakeview Drive intersection.

FDOT District One: Districtwide Pedestrian (LED) Lighting **Retrofits, Florida.** *Senior Project Engineer.* Responsible for several LED lighting of signalized intersections on going street lighting design and analysis projects throughout the District. Representative Task Work Orders (TWO) include the following:

- TWO #01 - (Bartow Rd at Massachusetts Ave Lighting)
- TWO#02 - (Recker Hwy at various locations Lighting)
- TWO#03 - (Winterlake Rd at Reynolds Rd Lighting)
- TWO#04 - (Canal St at various locations Lighting)
- TWO#05 - (SR 683 US 301 at various locations Lighting)
- TWO#06 - (SR 684 Cortez Rd at various locations Lighting)

FDOT District Four: SR 710 Widening, Military Trail to Australian Avenue, Florida. *Senior Project Engineer.* Responsible for street lighting analysis and design, traffic signal design, and signing/pavement marking design. Was also responsible for post design activities for the recently constructed segment of SR 710 from Military Trail to Congress Avenue.

FDOT District Four: SR 802 (Lake Worth Road), Sherwood Forest Boulevard to SR 809 (Military Trail), Palm Beach County, Florida. *Senior Project Engineer.* The purpose of this project was to enhance lighting at five intersections along SR 802/Lake Worth Road in Palm Beach County to address the high frequency of crashes. Intersection lighting improvements are proposed at the following locations along Lake Worth Road: Sherwood Forest Boulevard, South 57th Avenue, Southview Road, Haverhill Road, SR 809/Military Trail. In addition to LED lighting design, responsibilities included managing and coordinating with FPL and City of Greenacres to expedite the project.

FDOT District Four: US-1 (SR 5), North of SE Salerno Road to North of SE Fischer Street, Martin County, Florida. *Senior Project Engineer.* This RRR project involved milling and resurfacing all travel lanes, turn bays and shoulders due to the poor pavement condition, pedestrian safety and signal improvements at three signalized intersections (Monroe Street, Pomeroy Street/Market Place and Fischer Street), the retrofit and reconstruction of existing sidewalks and curb ramps for ADA compliance, including connection of sidewalk gaps for pedestrian path continuity, utility coordination, and transit coordination with Martin County's Transit Service (MARTY). Responsibilities included managing with signalization, signing and pavement marking, LED lighting plans production, and quality control.

FDOT District Four: US-1 (SR 5), SE Heritage Boulevard to N of Salerno Road, Martin County, Florida. *Senior Project Engineer.* This RRR project is a six-lane divided section, urban other principal arterial, with bike lanes, curb & gutter, and continuous sidewalk on both sides. Limits are from south of Heritage Boulevard (MP 11.250) to of North of Salerno Road (MP 14.720). Responsibilities included managing with signalization, signing and pavement marking, LED lighting plans production, and quality control.

FDOT District Four: Intersection Lighting (LED) Improvements, Palm Beach County, Florida. *Senior Project Engineer.* Responsible for several LED lighting of signalized intersections (including Roundabout lighting) on going street lighting design and post design services on intersection lighting projects throughout the District. Representative projects included the following locations:

- SR 7/Glades Road
- Sunset Strip/Sunrise Boulevard

- Sheridan Street/SE 2nd Street
- I-95/Davie Boulevard interchange

FDOT District Four: SR 842 (Broward Boulevard), SW 18th Avenue to US 1, Broward County, Florida. *Senior Project Engineer.* This project involved the replacement of the east and westbound bridges over the North Fork of the New River, along with the minor widening and resurfacing of SR 842 from SW 18th Avenue to US 1. Design challenges included working with tight right of way requirements and existing utilities. Responsibilities included reviewing the traffic signal design, LED lighting design and post design services.

FDOT District Four: SR 736 (Davie Boulevard) at I-95 Interchange, Broward County, Florida. *Senior Project Engineer.* This was a safety project on Davie Boulevard at the I-95 interchange featuring improvements to the highway signing, pavement markings, signalization, and lighting to address the high frequency of crashes. Responsibilities included managing with signalization, signing and pavement marking, LED lighting plans production, and quality control.

FDOT District Four: I-95 Corridor Roadway Improvements South of Indrio Road to St. Lucie/Indian River County Line, Florida. *Senior Project Engineer.* Responsible for street lighting design and analysis of approximately four miles of the project. This project included lighting design and analysis components connected with the proposed widening from a 4- to 6-lane divided facility. Also responsible for post design activities for the ongoing construction.

FDOT District Four: I-595 Corridor Roadway Improvements, I_75 to East of SR 7, Broward County, Florida. *Senior Project Engineer.* Mr. Gopalakrishna was responsible for the street lighting design, analysis and post design services for approximately 10.5 miles of the project, including two miles of Florida's Turnpike. The lighting included highmast, conventional GE cobra head, Mongoose style, underdeck, box girder and navigational lighting. FAA coordination and approval were necessary for the highmast lighting at the SR 7 and Turnpike Interchanges.

FDOT District Four: SR A1A/Flagler Memorial Bridge Replacement Design-Build Project, Olive Avenue to Coconut Row, Florida. *Senior Project Engineer.* Responsible for lighting, signal timing and signing/pavement marking for this project that involved replacement of the existing four-lane bascule bridge across the Intracoastal Waterway. Responsible for inclusion of concept development of signing/marking, signalization, and lighting plans.

FDOT District Four: I-95 Widening South of PGA Boulevard to South of Donald Ross Road, Florida. *Senior Project Engineer.* Responsible for lighting analysis and design of this three-mile widening of the interstate along with design of signing and pavement marking, and elements. Also responsible for shop drawing review and construction coordination.

FDOT District Five: Districtwide GEC Support Contract, All Counties in District, Florida. *Senior Project Engineer.* Responsible for providing in-house traffic engineering consultant services support for the ongoing signalization, signing and pavement marking, and street lighting design projects.

FDOT District Five: SR 501 (Clearlake Road), Michigan Avenue to Industry Road, Brevard County, Florida. *Senior Project Engineer.* The purpose of this project was to widen and reconstruct SR 501 from 3 to 4 lanes from south of Michigan Avenue to north of Otterbein Avenue and widen from 2 to 4 lanes from north of Otterbein Avenue to west of Industry Road. Responsibilities included signing and pavement marking, signalization, interconnect, and lighting plans.

FDOT District Five: SR 546 (US 92/Memorial Boulevard) Wabash Avenue to West of East Gary Road MP 1.738 to MP 5.720, Polk County, Florida. *Senior Project Engineer.* The purpose of this project was to perform design services necessary to prepare construction plans for the roadway, drainage, signalization, and lighting for SR 546 (US 92 / Memorial Boulevard) from Wabash Avenue to West of East Gary Road project. Responsibilities included managing with signalization, signing and pavement marking, LED lighting plans production, and quality control.

FDOT District Six: SR 7/NW 7 Avenue Safety Improvements/ Access Management Project, NW 117 Street to NW 131st Street, Miami-Dade County, Florida. *Senior Project Engineer.* Responsible for traffic signal design and responsible for review/ coordination of safety report recommendations to ensure that they were implemented in the design.

Miami-Dade County Parks-Recreation and Open Spaces: SW 147 Avenue Improvements, SW 26th Street to SW 8th Street, Miami-Dade County, Florida. *Senior Project Engineer.* Responsible for the street lighting design and signing-pavement marking design of approximately one mile. This project included design and analysis components connected with proposed widening from a 2- to 4-lane divided facility.

City of Coral Springs: Forest Hills Boulevard Pedestrian Lighting Improvements, Forest Hills Boulevard Loop, Florida. *Project Manager.* Responsible for LED sidewalk lighting design and analysis and coordination with city, FP&L, stakeholders, and manufacturer for approximately 1.5 miles of the project.

CES/American

Danielle Intriago, PE

Deputy PM/Roadway Design Team Lead 1/Utility Coord.

SUMMARY

Ms. Intriago has 12 years of experience in utility coordination, roadway design, and plans production. Project experience includes sidewalk design, weigh stations, RRR projects, new construction, and interstate widening. Other responsibilities include use of GEOPAK and Microstation roadway design, signing/pavement marking design, typical section packages, pavement design, guide sign design, cross slope corrections, design variations, design exceptions, quantities, cross sections, and design documentation preparation. Ms. Intriago is a certified utility coordinator in FDOT Districts One and Seven.

EDUCATION

- B.S., Mechanical Engineering, University of South Florida, 2010

PROFESSIONAL REGISTRATIONS

- Florida PE #85301, 2018

CONTINUING EDUCATION

- Advanced Maintenance of Traffic Course 2015 (Valid until October 30, 2019)

TECHNICAL SKILLS

- Certified Utility Coordinator (Districts One and Seven)

PROJECT EXPERIENCE

Charlotte County: Carmalita Corridor Improvements, from Cooper Street to Education Street, Charlotte County, Florida. *Roadway Designer.* The project's goal was to improve traffic flow around a middle school, high school, and school bus transportation facility and relieve flooding along a 1-mile corridor. Carmalita Street and Education Street were reconstructed and widened from two to three lanes. CES/American evaluated and designed improvements for roadway widening, intersection improvements, improved lighting, signalization, addition of an 8-foot sidewalk, and creation of a regional drainage pond to relieve flooding issues. This project also included delineating wetlands and conducting wildlife surveys. Extensive coordination was required with the Charlotte County School District due to the proximity of schools (elementary, middle, and high school), county-wide school bus transportation facility, and warehouses. Certain construction phases were tied to the school schedule to minimize impacts to school operations. This was a joint effort with Southwest Florida Water Management District, Charlotte County School Board, and City of Punta Gorda. Deliverables included roadway, lighting, and signal plans. A permit was obtained from Southwest Florida Water Management District.

Charlotte County: Michael Kosinski Bridge Replacement, Charlotte County, Florida. *Roadway Designer.* Replacement of a seven-span timber bridge. The replacement bridge is a three-span (55 feet each) structure using PPC beams supported on pile bents. The project included significant public involvement relating to bridge type selected, environmental issues with permitting, and construction engineering inspection.

Charlotte County: Cape Haze Bridge Replacement, Charlotte County, Florida. *Roadway Designer.* This project involved the replacement of a 21-foot 2-inch bridge over Amberjack Cove Waterway. The new structure consists of a single span at 20 feet 6 inches using a precast three-sided arch. The bridge also provided a 5-foot sidewalk with the decorative Texas Classic Railing. This project also included an increase in the vertical profile (by approximately 1-foot) adjustment of the roadway approaches, preparation of a bridge development report and bridge hydraulics report, utility design and permitting. The project was ultimately constructed through the American Recovery and Reinvestment Act of 2009.

FDOT District One: I-75 from South of SR 78 to the Charlotte County Line, Lee County, Florida. *Roadway Designer.* The typical section included widening and resurfacing existing mainline I-75 to three travel lanes in each direction, widening to the median, 12-foot shoulders (10-foot paved) inside and outside. The typical section included accommodations for the ultimate eight-lane build-out. Milling and resurfacing of the ramps at SR 78 were included. In addition to the roadway widening, the bridge over SR 78 was widened to match the roadway widening. The project also involved the design of stormwater ponds and floodplain compensation ponds. Environmental aspects included wetland delineation, wetland mitigation, contamination screening, and permitting with the South Florida Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection as well as coordination with U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission on threatened and endangered species including the Florida panther, sandhill crane, and gopher tortoise.

FDOT District One: I-75 at Bonita Beach Road from East of Oakland Drive to West of Hunters Ridge, Lee County, Florida. *Roadway Designer.* The intent of this design-build contract was to provide for additional turn lanes at specific on and off ramps along SR 93 (I-75) at the interchange with Bonita Beach Road. The specific improvements include the widening of Bonita Beach Road to provide for dual left-turn lanes and necessary storage for traffic accessing the on ramps to I-75; widening the existing on and off ramps to provide for additional storage, reconstructing the ramp providing access from the northbound off-ramp to eastbound Bonita Beach Road and place under signal control, providing for shared-use path with a minimum width of 10 feet on each side of the interchange. Additional tasks include the upgrade of the signalization and lighting to meet the new conditions and to provide stormwater treatment and attenuation as necessary to

permit the proposed construction of the identified improvements.

FDOT District One: SR 70 at US 441 Intersection, Okeechobee County, Florida. *Roadway Designer.* The proposed improvements to the corridor included upgrading the intersection to allow for two thru movements in each direction as well as dual left-turns, and a 6-foot raised separator for all four legs of the intersection. Along US 441, these improvements can be achieved within the existing right of way by restriping the travel lanes and modifying the raised median width. Along SR 70, widening was designed within Flagler Park resulting in approximately 26.5 feet of additional right of way. Notable design features included limiting the impacts to the park, maintaining pedestrian facility continuity in the park, and assisting with public involvement issues.

FDOT District Seven: US 19/SR 55 South of Countryside to South of Live Oak Street, Pinellas County, Florida. *Roadway Designer.* CES/American provided roadway design improvements within a 9.848 mile area along US 19. The intent of this project is to extend the life of the existing pavement, bring multi-modal accommodations and ADA to current standards where it is missing on the paved shoulders, and perform general safety modifications. The corridor has four district typical sections. Bicycle lanes are proposed on the paved shoulders, and paved shoulders are provided for continuation of the bike lanes where they do not exist. The striping was redesigned to provide bike keyways at all right-turn lanes.

FDOT District Seven: Park Road, I-4 (SR 400) to Sam Allen Road, Hillsborough County, Florida. *Utility Coordinator.* CES/American provided full design for the widening of Park Road to provide four through lanes with a 40-foot depressed median from north of I-4 to Sam Allen Road, a distance of approximately 0.5 miles. CES/American utilized a creative solution for this project which helped reduce construction costs by reducing pavement design and maintaining existing roadway geometry. This roadway widening/reconstruction project also included 0.57 miles of improvements to Sam Allen Road west and east of Park Road. The work also provides for the addition of a westbound left-turn lane and an eastbound right-turn lane on Sam Allen Road, and 5-foot sidewalks along both sides of Park Road. CES/American produced the following plans for this project: roadway/drainage and signing and pavement markings.

FDOT District Seven: I-75 (SR 93) North of CR 54 to North of SR 52, Pasco County, Florida. *Roadway Designer.* This project provided preliminary alternatives analysis and final design for the widening of I-75 from North of SR 54 to North of SR 52. CES/American's specific services included the widening/ reconstruction of one mile of SR 52 at the current interchange with I-75. The existing two-lane roadway was designed for an urban six-lane divided roadway. CES/American also provided full design for the upgraded interchange design, including five ramp connections to I-75. Additional services included the design and analysis for the replacement of the bridge along I-75 over SR 52 and MSE walls in the vicinity of the interchange.

FDOT District One: I-75 at SR 72 (Clark Road) Interchange, Sarasota County, Florida. *Roadway Designer and Utility Coordinator.* The purpose of this project is to reconstruct the existing I-75 at Clark Road interchange facility to the ultimate configuration as defined in the project development and environment (PD&E) study. The interchange will be reconstructed as a diverging diamond interchange (DDI). I-75 will be constructed to accommodate the ultimate typical section of a ten-lane facility with two express lanes and three general use lanes in each direction. North of Clark Road, an auxiliary lane will be added in both directions along I-75. The interchange improvements will allow the existing I-75 at SR 72 (Clark Road) bridges to remain. The drainage improvements will be open ditches, ponds, and floodplain compensation. Permits are expected from the U.S. Army Corps of Engineers, Southwest Florida Water Management District, and Florida Department of Environmental Protection.

FDOT District Seven: SR 54, East of CR 577 (Curley Road) to East of CR 579 (Morris Bridge Road), Pasco County, Florida. *Roadway Designer and Utility Coordinator.* This project has seven utility owners with multiple relocations. Responsibilities include coordinating with the utility owners on identifying conflicts, finalizing the UWS and executing a UWHCA. CES/American was selected to design the widening of SR 54 from east of Curley Road to east of Morris Bridge Road within Wesley Chapel, a distance of 4.7 miles. Three typical sections will be utilized in the design: a six-lane urban, a four-lane suburban expandable to a six-lane urban, and a four-lane urban section. The proposed rights of way range from 142 to 166 feet. Additional improvements include a sidewalk, joint-use path along the entire corridor, bicycle lanes, traffic signals, and utility improvements. Extensive coordination with numerous major developments along the corridor will be required. Additionally, right of way and TCEs were required from more than 30 parcels. An advance to right of way reevaluation was prepared and approved on January 11, 2013 and an advance to construction reevaluation was prepared and approved on July 25, 2016.

CES/American

Chuck Koons, PE
Project Advisor

SUMMARY

Mr. Koons serves as a Project Advisor for CES/American. He has over 40 years of project manager and design experience. Chuck served Charlotte County as a Project Engineer for over 20 years. His experience includes being the client project manager for Tom Adams Bridge and Edgewater Drive Widening.

EDUCATION

- M.S., Civil Engineering, University at Buffalo, The State University of New York, Course Work Completed
- B.S., Civil Engineering, University at Buffalo, The State University of New York

PROFESSIONAL REGISTRATION

- Florida PE #48317, 1994
- Michigan PE #28225, 1981

PROFESSIONAL AFFILIATIONS

- Chi Epsilon - Civil Engineering Honorary Fraternity
- American Society of Civil Engineers
- American Concrete Institute
- Sarasota Save Our Bays, Board of Directors 1995-1996
- FACERS

CONTINUING EDUCATION

- Certified Grade AT Water Works Operator
- 40 Hour OSHA Hazwoper Trained 29CFR§1920.120

EXPERIENCE PRIOR TO AMERICAN

Charlotte County Public Works, Punta Gorda, Florida. *Project Manager.* Mr. Koons served as Project Manager for Engineering Maintenance, responsible for the implementation of the County Pavement Management System. He was the Project Manager for all roadway, bridge, and railroad crossing maintenance projects and intersection improvements. Duties included review and selection of consultants, preparation of plans and specifications, and oversight of contractors selected by competitive bidding. He was also responsible for management of Engineering Maintenance department including supervision of Pavement Technicians, Project Engineer and Inspectors. As the department manager, he implemented a Bridge Management System to track bridge inspections and maintenance.

Lam Management, Inc. Venice, Florida. *Project Manager.* Mr. Koons was the Project Manager for Bon Secours Place at Port Charlotte an Assisted Living Facility (ALF) and the Krystal Key Condominiums, luxury condominiums located on Manasota Key. Bon Secours Place is a $5.3 million, 106 bed facility, which was masonry bearing precast plank construction. Krystal Key is a $2.2 million, six unit condominium with a post tension concrete structure. His responsibilities included the preparation of construction budgets, construction schedules, the contract with the Owner, subcontract agreements, Change Orders and overall project coordination. He also prepared schematic budgets for proposed construction including extending utilities to proposed developments, new structures and remodeling of existing structures and prepared bids for negotiated work.

W.E.S., Inc. - Environmental Division, Sarasota, Florida. *Engineering Manager.* Mr. Koons was the Manager of Engineering, Operations & Maintenance and Construction Departments. His responsibilities included preparation of proposals, project management of major projects, and chief engineer. The Engineering Department designs water and wastewater treatment systems including degasifiers, stacked tray aerators, oil/water separators, air stripping towers, low profile strippers, diffussers and carbon adsorption units. The Operations & Maintenance Departments services and monitors performance of remedial treatment systems. He provided state required reporting of the systems' effectiveness in re-mediating the site. The Construction Department installs packaged wastewater treatment plants, remedial treatment systems and general construction projects.

Somat Engineering, Inc. Taylor, Michigan. *Senior Project Manager.* Mr. Koons was the department Manager for Geoenvironmental Department. His responsibilities included proposal preparation, technical reports and project management of major projects. Projects included several geotechnical investigations for the State of Michigan Department of Transportation (MDOT), geotechnical investigations for the City of Detroit Combined Sewer Overflow (CSO) retention facilities, Phase I and Phase II site assessments for property acquisitions and Underground Storage Tank closures for municipal and industrial facilities.

Dames & Moore, Inc., Detroit, Michigan. *Senior Engineer.* Mr. Koons was a senior engineer responsible for the Detroit Office Engineering Staff. He also served as Project Manager for the following projects:

- Project Manager for underground storage tank compliance program for a major airline. The scope of work included the preparation of a site assessment investigation work plan, specifications for removal of underground storage tanks and the preparation of remediation options for the remediation of the release from the underground storage tanks.
- Project Manager for the removal of five underground storage tanks for a construction company. Project was designed to ensure client would be eligible for Michigan Underground Storage Tank Financial Assurance Act (MUSTFA) reimbursement. The scope of work included a review of the

compliance status of the underground storage tanks, removal of existing underground storage tanks, removal of soils contaminated by the release and installation of an underground storage tank to replace the underground storage tanks removed.

- Project Manager for several smaller projects including a site investigation to assess the extent of contamination from a leaking petroleum pipe line used to collect natural gas and petroleum products from a production well field; environmental compliance for a cement manufacturer; preparation of a facility's NPDES permit renewal; the preparation of SARA Section 313 documentation and Form R reporting; a site investigation on a large urban redevelopment project where geostatistics were used to determine the sampling grid.

Techna Corporation, Plymouth, Michigan. *Senior Project Engineer.*

- Mr. Koons was the Project Engineer responsible for the implementation and certification for the closure of RCRA Part A facilities in accordance with the State approved closure plans. He provided engineering expertise for a RCRA Part B permit and developed a RCRA Facility Investigation (RFI) for the Corrective Action of Solid Waste Management Units (SWMU) at the RCRA disposal facility. He also managed the closure of underground storage tanks (USTs) for several industrial facilities and assisted the administrative staff in the preparation of budgets for several types of projects to be inputted into a computerized accounting/project management system.
- Mr. Koons was the Senior Project Manager section leader for the Site Assessment Section responsible for site investigations and remediation projects. Developed a sample database to track and expedite samples. Developed standard operating procedure for collecting field data to determine groundwater flow. Manager responsible for over 100 Phase I site assessments performed for real estate transactions. Developed procedures for the management of these assessments, and developed forms used to collect the data necessary for "an innocent third party defense" as referenced in the Superfund Amendments and Reauthorization Act (SARA) of 1986. Project Manager for the preparation of six (6) RCRA Part A closure plans and for a RCRA Part B operating License Application for a specialty chemical manufacturer. Other responsibilities included the preparation and certification of facility contingency plans for six (6) industrial facilities.

Granger Construction Company, Lansing, Michigan. *Project Manager.*

- Mr. Koons was the Project Manager for Kent County Solid Waste Recovery Facility in Grand Rapids, Michigan. This facility was constructed as a fast track project with design drawings being finalized as the construction progressed. This $100 million co-generation facility burns municipal refuse producing steam used to generate electricity. The steam was exported to the local utility for heating buildings in the downtown business district. He was responsible for the negotiation and administration of subcontracts, the preparation of a CPM schedule with Primavera Project Planner software, the preparation of cost estimates, and expediting/coordinating engineering design drawings, equipment, and materials.
- Mr. Koons was the Project Manager responsible for administration of over sixty Trade Contractors during the construction of the G. Robert Cotton Correctional Facility. This 550 bed multi-level security institution is located on 100 acres in Jackson, Michigan. His work included the construction of all utilities, site work, buildings and security systems necessary for a modern correctional facility. He coordinated design professionals, developed CPM scheduling networks, established and maintained project records, conducted job progress meetings, directed field supervisors and coordinated the construction activities with several state agencies. In addition, Mr. Koons assisted in the administration of the construction of the Jackson Temporary Correctional Facility constructed in 90 days. This facility is adjacent to the regional site and provided an additional 480 beds to the State's Correction Department.

McNamee Porter and Seeley, Ann Arbor, Michigan. *Resident Engineer.*

- Mr. Koons was the Resident Engineer responsible for providing on-site contract administration during the construction of the wastewater treatment plant for the city of Lapeer, Michigan. As the on-site representative for the design engineers, he was responsible for the supervising of inspection personnel, maintaining construction records, authorizing payments to the contractor and providing continuous client contact during all phases of construction. He supervised the installation, testing, and start-up of architectural, structural, mechanical, electrical, and instrumentation components required to provide the owner with a completely operational facility. The plant processes featured oxidation ditches with mechanical aeration, compartmentalized filters, and centrifuge sludge dewatering.
- Mr. Koons was the Resident Engineer responsible for on-site engineering during the construction of the Three Rivers Filtration Plant additions for the City of Fort Wayne, Indiana, that increased the plant capacity to 72 MGD. Plant additions included pneumatic material conveying system, chemical feed equipment for lime/soda softening, and duel media high rate gravity filters. His duties included construction inspection, project documentation, authorization of payment requests and operator instruction during startup.

CES/American

Jack Knowlton, PE

CEI/Construction Management

SUMMARY

Mr. Knowlton has 37 years of professional experience in construction management, construction engineering and inspection, constructability reviews, claims assistance, estimating, transportation planning, and design. His clients include the Florida Department of Transportation (FDOT), Walt Disney Corporation, County and City agencies, and private developers throughout Florida. He has been a resident engineer, senior project engineer, deputy construction manager, project manager, project engineer, quality assurance engineer, instrumentation engineer, office engineer, scheduling engineer, casting yard engineer, and senior inspector. As an expert witness and claims analyst for the FDOT on over two dozen projects, Mr. Knowlton has learned from others' mistakes and can avoid many project pitfalls. Mr. Knowlton's materials experience on the Sunshine Skyway Bridge includes painting the cable stays, injecting cracks, spall repair with polymer grouts, exotic thixo-tropic cable stay grouting, application of concrete coatings including penetrant sealers and methyl methyl-methacrilate.

EDUCATION

- B.S., Civil Engineering, University of South Florida, 1982
- B.A., Zoology, University of South Florida, 1976

PROFESSIONAL REGISTRATIONS

- Florida PE #41061, 1989

CERTIFICATIONS

- TIN# K543477534080

PROJECT EXPERIENCE

Charlotte County: Harborview Bridge Replacement over DeSoto Canal, Charlotte County, Florida. *Senior Project Engineer.* This project replaced the existing bridge with a flat slab/composite topping bridge adjacent to an elementary school and church.

Charlotte County: SR 776 Edgewater Drive, Charlotte County, Florida. *Senior Project Engineer.* Edgewater Drive was a $25-million roadway and bridge widening project converting a two-lane rural cross section into a four-lane divided urban typical section. CES/American was a major subconsultant to Southeastern Design.

FDOT District One: SR 789 CEI Services ARRA Enhancement Projects, Longboat Key and Bradenton Beach, Manatee and Sarasota Counties, Florida. *Senior Project Engineer.* This project was to provide CEI services for Manatee and Sarasota Counties under the Federal Aid Project Numbers ARRA 170A, ARRA 171, and ARRA 199B. The projects consisted of contract administration, inspection, and materials sampling and testing, for SR 789 Longboat Key, Sarasota County Line to Broadway Street, Sarasota County, landscaping, SR 789, Longboat Key, Channel Lane to Manatee County Line, Sarasota County, and landscaping SR 789 corridor from South of 2nd to South of SR 684, Cortez Boulevard.

FDOT District One: SR 78, from Burnt Store Road to Chiquita Boulevard, Ft. Myers, Florida. *Project Engineer.* This was an $8.2 million two- to four-lane widening project from Burnt Store Road to Chiquita Boulevard, which also included 0.8 miles of access management improvements and 0.5 miles of lighting. The project entailed extensive public involvement and high political visibility. This full CEI services project was on schedule and budget despite weather challenges.

FDOT District One: SR 78, from Santa Barbara Boulevard to Del Prado Boulevard, Ft. Myers, Florida. *Senior Project Engineer.* This was a $3.75-million project to mill and resurface 2 miles of four-lane highway from Santa Barbara Boulevard to Del Prado Boulevard plus intersection modifications, new signalization, and shoulder widening. This project entailed full CEI services.

FDOT District One: Districtwide Structures CEI. *Senior Project Engineer.* This contract included miscellaneous structures repairs and upgrades throughout the District including cathodic pile jackets, painting, bridge deck repairs, joint replacements, and sign installations. This project also included the record-setting I-75/US 301 emergency replacement of two spans destroyed in a fire from a fuel tanker crash.

FDOT District One: Claims Assistance, Fort Myers, Florida. *Project Manager.* Responsible for analysis and settlement of 10 claims and one litigation matter.

FDOT District One: Districtwide Claims and Litigation Support. *Project Manager, Senior Claim Analyst, and Expert Witness.* This was a two-year contract with nine claims and one trial.

FDOT District One: Sunshine Skyway Bridge, Tampa Bay Florida. *Senior Inspector for Materials Quality and Materials/Instrumentation Engineer.* This was three contracts totaling $250 million with tight schedules and environmental concerns. The longest precast cable-stayed bridge in the world included balanced cantilever back spans, span-by-span sections and AASHTO girder spans as well as ship collision structures. Mr. Knowlton began the project by developing the mix designs (early 1982), building the casting yard, and casting the original segments until the substructure was ready for the erections (mid-1984). Duties included checking forms for rebar and PT installation, checking geometry of the forms prior to casting and segments after casting. The bridge used the match cast method to assure the interface between segments. During erection, epoxies were checked, temporary post tensioning was checked, and the geometry was

monitored to assure final alignment (all geometry control survey was performed at sunrise to minimize thermal effects). Segmental erection included span-by-span erection, balanced cantilevered, and cable stay systems. Mr. Knowlton took the project from concrete mix designs through the final estimate.

FDOT District Four: CEI Oversight Services for LAP Projects, Palm Beach County, Florida. *Project Manager.* CES/American provides CEI oversight services to assist FDOT in the administration of Local Agency Program (LAP) projects in Palm Beach County. The services require monitoring and compliance with the applicable FDOT and FHWA provisions for; EEO/OJT/DBE compliance, materials verification, construction inspection administration of payments and changes to the contract. The projects are funded by FDOT and managed by local agency personnel. CES/American often mentors municipal staff to ensure they become familiar with program requirements and avoid compliance issues so the projects are fully funded. The typical projects include bridge repair, drainage improvements, sidewalk construction, traffic calming, pedestrian safety improvements, lighting, and landscape installation.

FDOT District Four: Districtwide Plans Review. *Constructability Reviewer.* Providing CEI services in support of the functions of FDOT District Construction Office, including plans review, constructability and bidability review, development of contract time schedule and special provisions, and assistance with claims review and analysis.

FDOT District Seven: SR 688/Ulmerton Road, East of Oakhurst Road to east of 119th Street, Pinellas County, Florida. *Senior Project Manager.* Provided CEI services for approximately 3.5 miles of urban reconstruction of existing four lanes of SR 688 to six lanes, including full utility replacement, drainage, signals, lighting, earthwork, and pavement. A+B Bid and No Excuse Bonus contract. This project started after Hurricane Charley and despite multiple hurricanes achieved the No-Excuse bonus.

FDOT District Seven: Districtwide Scheduling/Claims/Plans Review Consultant. *Claims and Scheduling Consultant and Plans Reviewer.* Assisted CEI consultants with scheduling and claims assistance on a wide range of projects.

FDOT District Seven: SR 54/SR 56 Reconstruction, east of US 41 to I-75, Pasco County, Florida. *Senior Project Manager* Provided CEI services for approximately 3.5 miles of urban reconstruction of existing four lanes on SR 56 and SR 54 to six lanes in one year.

FDOT District Seven: Sunshine Skyway Painting and Repairs, Hillsborough County, Florida. *Senior Project Manager.* Provided CEI services for the repainting of the cables, barrier walls, replacement of the lights, and repairs to the stressing jacks.

FDOT District Seven: Howard Frankland Bridge and Gandy Bridge Repairs and "Metalizing" for corrosion resistance, Hillsborough and Pinellas Counties, Florida. *Senior Project Engineer.* Responsible for the maintenance repairs to two major Tampa Bay bridge crossings.

FDOT District Seven/City of Largo: West Bay Drive Improvements and Widening, Largo, Florida (1/01–4/01). *Senior Project Engineer.* Responsible for this joint FDOT/City of Largo project to create a signature "Downtown" roadway and hardscaping area.

FDOT District Seven: SR 50 and US 19, Hernando County, Florida. *Utility Coordinator and Contract Administrator.* Responsible for 17 design and project development and environment (PD&E) projects.

FDOT District Four: I-95 Resurfacing and Bridge Repairs, Broward County, Florida. *Senior Project Engineer.* Provided CEI services for the repaving of three sections for I-95 from Ft. Lauderdale to Pompano, eight and ten-lane sections with minor bridge rehabilitations, lighting and signalization repairs, and upgrades.

Florida's Turnpike Enterprise: Construction GEC Contract. *Deputy Construction Manager.* Responsible for 27 construction contracts, including statewide claims assistance and project quality assurance. As QA Manager, he was responsible setting up the original office, developing procedures, and original logistical procurement for overseeing the QA reviews of all Turnpike CEI consultants, including oversight and review of the Turnpike GEC project. Mr. Knowlton also estimated costs for the entire GEC group and developed quarterly task authorizations.

FDOT General Counsel: Expert Witness. Mr. Knowlton served as an Expert Witness for FDOT General Counsel for S&E litigations. Claims exceeded $22 million. FDOT paid $3.2 million.

FDOT District Three: Apalachicola Bay and River Bridges, Calhoun County, Florida. *Casting Yard Engineer.* Responsible for set-up of FDOT approved lab for approval of piling and AASHTO girders. Components included AASHTO girders and hollow piling (24- and 30-inch).

CES/American

Christopher O'Reilly, PE
QA/QC

SUMMARY

Mr. O'Reilly has 33 years of experience in highway design, plans review, specifications, and project management, leading numerous projects for FDOT. His experience includes managing a design team to the computer-generated design of complete construction plans for roadway projects including roadway, drainage, signing and pavement marking, lighting, and signalization plans. Mr. O'Reilly has reviewed over 500 phase submittals through a final plans contract and more than 40 design projects for FDOT Districts Four and Six.

EDUCATION

- B.S., Civil Engineering, University of Florida, 1985

PROFESSIONAL REGISTRATIONS

- Florida PE #44084, 1991

PROFESSIONAL AFFILIATIONS

- Florida Engineering Society

CONTINUING EDUCATION

- FES: Advanced Work Zone Traffic Control, 2001 valid until 2021
- FES: Advanced Work Zone Traffic Control Refresher Course 2017 (Valid until April 3, 2021)
- FDOT Specifications Training, 2001

PROJECT EXPERIENCE

FDOT District Four: General Consultant for Plans Review and Design Support Services (2013-2019), Florida. *Project Manager and Lead Reviewer.* This is a districtwide general services contract to conduct constructability, bidability, and quality control reviews related to transportation facilities. The reviews include roadway and bridge design projects, highway and bridge rehabilitation projects, resurfacing projects, and public transportation projects. Minor roadway or landscaping design projects will also be assigned under this contract. 77 task assignments have issued under this contract so far.

FDOT District Four: General Consultant for Plans Review and Design Support Services (2007-2012), Florida. *Project Manager and Lead Reviewer.* This was a districtwide general services contract to conduct constructability, bidability, and quality control reviews related to transportation facilities. The reviews included roadway and bridge design projects, highway and bridge rehabilitation projects, resurfacing projects, and public transportation projects. Minor roadway or landscaping design projects were also assigned under this contract. 123 task assignments were issued under this contract.

FDOT District Four: General Consultant for Plans Review and Design Support Services (2002-2004), Florida. *Project Manager and Lead Reviewer.* This was a districtwide general services contract to conduct constructability, bidability, and quality control reviews related to transportation facilities. The reviews included roadway and bridge design projects, highway and bridge rehabilitation projects, resurfacing projects, and public transportation projects. Minor roadway or landscaping design projects were also assigned under this contract. 68 task assignments were issued under this contract.

Palm Beach County: Lyons Road North of West Atlantic Avenue to South of Boynton Beach Boulevard, Palm Beach County, Florida. *Project Manager.* CES/American designed a two-lane undivided typical section for over 3 miles. This project included two 12-foot lanes, 5-foot outside shoulders, and open drainage swales. Design tasks included development of the roadway plans, and signing and pavement markings plans. Additionally, this project included development of bridge plans for a proposed bridge over the Lake Worth Drainage District L-30 canal and included permitting with South Florida Water Management District, Lake Worth Drainage District, Palm Beach County Department of Environmental Resources Management, and U.S. Army Corps of Engineers.

Palm Beach County: Old Dixie Highway, Yamato Road to Linton Boulevard, Palm Beach County, Florida. *Project Manager.* This project involves final design services to widen and reconstruct Old Dixie from Yamato Road to Linton Boulevard from two to three lanes in each direction, approximately 3.1 miles. The existing typical section is a two-lane undivided roadway section, which will be widened to three lanes with a 12-foot center turn lane, two 11-foot travel lanes, 3- to 4-foot paved outside shoulders, type F curb and gutter, and 5- to 6-foot concrete sidewalk on the east side. Right of way will be acquired to construct the project. Major work includes roadway reconstruction, widening or replacing bridge over SFWMD C-15 canal, drainage improvements, and right of way acquisition. Additional tasks include survey and mapping, traffic/signalization, geotechnical, utility coordination, environmental, and permitting. The project includes coordination with the FEC railroad, City of Delray Beach, and the City of Boca Raton.

City of Port St. Lucie: Improvements to Floresta Drive, Port St. Lucie, Florida. *Project Manager and Engineer-of-Record.* CES/American provided design services for widening the existing two-lane, undivided Floresta Drive to a four-lane divided roadway, primarily within the existing 80-foot right of way including property acquisition at intersections for auxiliary lanes. The location of the project was identified as being within the City of Port St. Lucie, from the C-24 (Southbend) Canal to the

Elkcam canal. SYNCHRO was used to analyze the alternatives, coordinate signals and provide signal timings at the interchange. The project also included minor lighting improvements and signalization upgrades. Additionally, CES/American produced a 3D animated fly-through with narrative which effectively outlined the concepts of the proposed roadway improvements and changes.

City of Port St. Lucie: Port St. Lucie Boulevard from SW Darwin Boulevard to SW Gatlin Boulevard, Port St. Lucie, Florida. *Project Manager.* This project involves final design services to reconstruct Port St. Lucie Boulevard from SW Darwin Boulevard to SW Gatlin Boulevard, approximately 0.6 miles. The existing 4-lane divided roadway utilizes an open swale drainage system. The proposed roadway section will be fully "urban" with curb and gutter, sidewalks, bike lanes, landscaping, irrigation, and roadway lighting. It will match the section currently under design by FDOT, south of SW Darwin Boulevard. It is anticipated that at least portions of SW Port St. Lucie Boulevard will require full reconstruction. Coordination with City staff and an outside consultant will be required as the design of a signalized intersection at SW Aurelia Avenue and SW Port Lucie Boulevard is currently underway.

City of Port St. Lucie: Floresta Drive Roundabout at Southbend and Oakridge, Port St. Lucie, Florida. *Project Manager.* CES/American designed a roundabout at the intersection of Floresta Drive and Southbend Boulevard. The multi-lane roundabout was designed to accommodate four-lane divided roadways with future considerations within the circulating roadway. This roundabout also services the boat ramp park site located on Oakridge Drive. Geometric considerations involved accommodating vehicles towing boat trailers within the circulation of the roundabout. The roundabout was aesthetically designed to be the entrance feature of the corridor improvements. Signing and pavement marking met the most recent FHWA standards that introduced fishhooks into the design. An extensive outreach program was implemented to education the community on why a roundabout was appropriate for this intersection. Public outreach materials demonstrated how well the traffic would operate now and in the future with and without a roundabout using simulations, and how traffic would navigate the intersection using video and commentary.

City of Port St. Lucie: Continuing Professional Design Services, Port St. Lucie, Florida. *Project Manager.* CES/American is providing continuing professional design services for capital improvement construction projects identified in the City's five-year capital improvement budget The scope of work includes survey, geotechnical, design, and permitting associated with the complete design and permitting of projects, including intersection improvements, drainage modifications, driveway and culvert replacement, utility relocations, and roadway and sidewalk improvements. Task Orders have included:

- Idol Avenue Sidewalk
- Port St. Lucie Boulevard/Gatlin Boulevard Intersection Improvements 90% Review
- Paar Drive Sidewalk from SW Port St. Lucie Boulevard west to Savona Boulevard

FDOT District Four: Districtwide Minor Projects, Florida. *Project Manager.* This is a districtwide minor contract to perform design and support services for FDOT-related transportation facilities. The services included preparation of RRR concept reports, RRR safety reviews, RRR plans, and design-build RFP packages.

FDOT District Four: SR 714 (Monterey Road), Palm City Road to East of CR A1A, Stuart, Florida. *Project Manager and Engineer-of-Record.* CES/American provided RRR improvements including roadway and intersection design, surveys, drainage, signing and pavement marking, signalization, utility coordination, maintenance of traffic, cost estimates, environmental permits, and quantity computation booklets.

FDOT District Six: SR 5/Biscayne Boulevard from NE 151st Street to NE 196th Street, Miami-Dade County, Florida. *QC Reviewer.* This RRR project that is an eight-lane 3.1-mile divided urban arterial. The project includes coordination with subconsultants and various City and County agencies, intersection safety improvements; traffic control, signing and pavement markings, signalization, and lighting plans; utility coordination; and public involvement.

FDOT District Six: SR 990/Killian Parkway from West of South Kendall Boulevard to SW 97th Avenue and SR 990 /SW 112th Street/Killian Drive from SW 97th Avenue to SR 5/US 1/South Dixie Highway, Miami-Dade County, Florida. *QC Reviewer.* This is a RRR, 2.5-mile urban arterial that is designated as a State Historic Highway. One section of the project is two-lane undivided with unpaved shoulders and the other section is four-lane divided with a median in addition to curb and gutter. The project includes coordination with subconsultants and various city and county agencies, drainage design, traffic control plans, signing and pavement marking plans, signalization plans, utility coordination, and public involvement.

FDOT District Six: SR 934/NE 79th Street Causeway from East of North Bayshore Drive to Bay Drive West, Miami-Dade County, Florida. *QC Reviewer.* This RRR project involves is a six-lane 2-mile divided urban arterial. The project includes coordination with subconsultants and various City and County agencies; traffic control, signing and pavement markings, signalization plans, and lighting plans; utility coordination; and public involvement.

CES/American

Adam Perez, PE

Roadway Design Team Lead 2/Stakeholder Coord.

SUMMARY

Mr. Perez has 23 years of diversified experience in highway design and project management. His transportation experience includes highway design projects ranging from local streets to principal arterials, reconstruction, RRR improvements, intersection improvements, safety improvements, median modifications, design of new rural and urban facilities, reconstruction, corridor studies, and project development and environment (PD&E) studies. Mr. Perez previously worked at FDOT District Seven for almost 18 years.

EDUCATION

- B.S., Civil Engineering, University of South Florida, 1995

PROFESSIONAL REGISTRATIONS

- Florida PE #56066, 2000

CONTINUING EDUCATION

- Advanced Maintenance of Traffic Course 2015 (Valid until October 30, 2019)
- ADA for Construction and Design

PROJECT EXPERIENCE

Pasco County: Hudson Avenue at US 19, Pasco County, Florida. *Engineer-of-Record.* This project involved the design and permitting for Hudson Avenue widening from west of US 19 to Fivay Road. It involved widening an existing two-lane urban roadway, adding turn lanes at US 19. A left-turn and combined through right-turn lane on eastbound Hudson and a dual left-turn lanes and a combined through right-turn lane westbound on Hudson Avenue were also added. This project also added a raised median for access management, providing sidewalks, and involved redesign of the signals at both US 19 and Fivay Road. Mast arms were added to replace the existing span wire at US 19, to meet the wind requirements due to the proximity to the coast. The design was constrained by right of way at a cemetery on the north side of Hudson Avenue, east of US 19. Additional right of way will be acquired for this project for the widening, and for adding a stormwater pond.

City of North Port: Spring Haven Drive Extension from Pan American Boulevard to Butler Park Access Drive, North Port, Florida. *Roadway Engineer*. CES/American provided final design and permitting services for the extension of Spring Haven Drive from Pan American Boulevard to Butler Park Access Drive, approximately 0.59 miles. The improvements included two 12-foot lanes with 4-foot bicycle lanes, divided by a 16-foot landscaped median. CES/American also designed right-turn lane improvements at the intersection of Spring Haven Drive and Pan American Boulevard west on Pan American Boulevard and north on the existing Spring Haven Drive. The improvements were designed within the existing 80-foot right-of-way. Additional work included drainage design, utility design and coordination, permitting, lighting, sidewalk, and landscape design.

City of North Port: Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard, North Port, Florida. *Deputy Project Manager and Engineer-of-Record.* CES/American is designing the widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard, approximately 2.7 miles, from two to four lanes (11 feet with 5-foot bicycle lanes) with a 19.5-foot median. The project will incorporate pedestrian, bicycle, and transit features in a complete street design including 8-foot wide sidewalks on both sides of the roadway. Landscaping, irrigation, and hardscaping will be included. The theme and features of the typical section constructed along Price Boulevard west of Sumter Boulevard will be extended through the project limits. The existing City of North Port utilities (potable water, sanitary sewer, and re-use transmission mains) will be upgraded. Four canal crossings are included within the project limits and new weir structures will be designed. Additional work will include surveying, utility coordination, drainage and permitting, stormwater analysis, traffic modeling and design, and public involvement.

FDOT District One: I-75 from South of SR 78 to the Charlotte County Line, Lee County, Florida. *QA/QC Reviewer.* The typical section included widening and resurfacing existing mainline I-75 to three travel lanes in each direction, widening to the median, 12-foot shoulders (10-foot paved) inside and outside. The typical section included accommodations for the ultimate eight-lane buildout. Milling and resurfacing of the ramps at SR 78 were included. In addition to the roadway widening, the bridge over SR 78 was widened to match the roadway widening. The project also involved the design of stormwater ponds and floodplain compensation ponds. Environmental aspects included wetland delineation, wetland mitigation, contamination screening, and permitting with the South Florida Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection as well as coordination with U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission on threatened and endangered species including the Florida panther, sandhill crane, and gopher tortoise.

FDOT District One: Anna Maria Island Bridge Replacement, Manatee County, Florida. *Deputy Project Manager and Engineer-of-Record.* This project involves designing a high-level fixed bridge to replace the existing bascule bridge to Anna Maria Island. The new bridge will be constructed to the south of the existing bridge and provide 65 feet of vertical navigational clearance and 100 feet of horizontal clearance between fenders. The existing Anna Maria Island Bridge will be demolished following the

construction of the new bridge with the acceptable debris recycled on an artificial reef where feasible. CES/American is working closely with the aesthetics committee to evaluate architectural and aesthetic elements. Roadway approaches to the bridge will consist of two 12-foot-wide travel lanes, 10-foot-wide shoulders (7-foot paved for buffered bicycle lanes), 10-foot-wide sidewalks on both sides of the roadway, curb and gutter on the north side of the roadway (west of the bridge only), and a 45 mph design speed. A roundabout analysis will be performed at the SR 789 intersection.

FDOT District One: I-75 at SR 72 (Clark Road) Interchange, Sarasota County, Florida. *QC Reviewer.* Mr. Perez is responsible for providing roadway engineering support for this interchange design project. The purpose of this project is to reconstruct the existing I-75 at Clark Road interchange facility to the ultimate configuration as defined in the PD&E study. The interchange will be reconstructed as a diverging diamond interchange (DDI). I-75 will be constructed to accommodate the ultimate typical section of a ten-lane facility with two express lanes and three general use lanes in each direction. North of Clark Road, an auxiliary lane will be added in both directions along I-75. The interchange improvements will allow the existing I-75 at SR 72 (Clark Road) bridges to remain. The drainage improvements will be open ditches, ponds, and floodplain compensation. Permits are expected from the U.S. Army Corps of Engineers, Southwest Florida Water Management District, and Florida Department of Environmental Protection.

FDOT District One: SR 25 (US 27) from Presidents Drive to SR 60, Polk County, Florida. *Roadway Engineer.* The project involves widening US 27 from four to six lanes from Presidents Drive to SR 60. The US 27 and SR 60 interchange shall be reconstructed to Single Point Urban Interchange (SPUI) and widened from four to six lanes as well along SR 60. As a subconsultant, CES/American is responsible for the maintenance of traffic plans and signing and pavement marking plans.

FDOT District Seven: I-75/SR 56 Interchange from East of CR 54 to West of Cypress Ridge Boulevard, Pasco County, Florida. *QC Reviewer.* The purpose of this project is to reconstruct the existing I-75 at SR 56 diamond interchange to a diverging diamond interchange (DDI). Specific improvements include modifying lane configurations to improve capacity, geometric refinements along SR 56 and the I-75 ramps to accommodate the DDI configuration, and improved bicycle and pedestrian facilities within the project limits. All improvements will be designed within the existing right of way while maintaining the existing SR 56 over I-75 bridge width and cross slope. The drainage improvements will consist of a closed drainage system, median swales, nutrient treatment, modifications to existing ponds, and potential regional/joint use ponds. Permits are expected from the U.S. Army Corps of Engineers, Southwest Florida Water Management District, and Florida Department of Environmental Protection.

FDOT District Seven: I-75 from the Pasco/Hernando County Line to South of SR 50 Design-Build, Hernando County, Florida. *Lead Roadway Engineer.* Mr. Perez provided roadway engineering support for this project. This 5.4-mile design-build project widens the existing four-lane divided rural interstate to a six-lane rural interstate with 12-foot shoulders (10-foot paved) with milling and resurfacing of the existing pavement to provide cross slope correction. CES/American is the prime project design consultant providing engineering and design services related to roadway, structures, drainage, traffic control, and signing and pavement marking. Additional services included public involvement and environmental permitting.

FDOT District Seven: I-75 from South of CSX/Broadway Avenue to I-4, Hillsborough County, Florida. *Roadway Engineer.* This project consists of providing a two lane at-grade collector distributor (CD) roadway adjacent to I-75 to take traffic to I-4 from south of CSX/Broadway Avenue. This CD roadway will improve I-75 mainline operations and eliminate the weave between MLK and I-4 in the northbound direction of I-75. CES/American is analyzing various options for the CD road to determine the greatest value, level of service, and safety with the least impact to utilities. The project will consist of a traffic analysis to verify the alternative used for the at-grade CD road, and the design of the recommended at-grade CD road. The drainage improvements will be linear ponds and floodplain compensation. Permits are expected from the U.S. Army Corps of Engineers, Southwest Florida Water Management District, and Florida Department of Environmental Protection.

FDOT District Seven: SR 679 (Pinellas Bayway) Structure E over Intracoastal Waterway Design-Build, St. Petersburg, Florida. *Roadway Engineer.* The purpose of this 2-mile project is to improve a vital connection and hurricane evacuation route for the community of Tierra Verde and visitors to Fort De Soto Park. The replacement two-lane high-level fixed span on a new alignment will serve as an essential, uninterrupted passage for road users, pedestrians, bicyclists, and marine traffic for its 75-year design life. The design-build project involves milling and resurfacing SR 679, installing new LED highway and pier lighting systems, constructing retaining walls with aesthetic treatments at bridge approaches, adding a shared-use path, replacing the existing Tierra Verde and Boca Ciega seawalls, demolishing the existing bascule bridge, and realigning the intersection at Madonna Boulevard via adding a roundabout. The team developed various Alternative Technical Concepts, in collaboration with FDOT, to meet the goals and commitments of the project, overcome geometric challenges, and provide the best overall value to FDOT. Utility coordination, permitting with U.S. Army Corps of Engineers, environmental impacts, and public involvement will play a large role in the project.

CES/American

Christopher Salicco
Environmental/Permitting

SUMMARY

Mr. Salicco has 14 years of environmental experience. He has provided technical support, field surveys, and document preparation for numerous studies ranging from wetlands and wildlife to contamination, traffic noise, and air pollution. He has permitted numerous transportation and other projects throughout Florida with the U.S. Army Corps of Engineers, water management districts, Department of Environmental Protection, and local government agencies. Additional experience includes wildlife surveys, Uniform Mitigation Assessment Method (UMAM) and Wetland Rapid Assessment Procedure (WRAP) assessments, interpretations of state rules and statues, noise studies, contamination screenings, and computer programs including ArcMap GIS.

EDUCATION

- B.S., Environmental Science, University of South Florida, 2004

CONTINUING EDUCATION

- NHI Highway Traffic Noise (FHWA-NHI-142051), 2012
- State of Florida Certified Gopher Tortoise Agent
- Florida Aquatic Pesticide Applicators License
- Stormwater Erosion and Sedimentation Inspection Certification
- Wetland Delineation Training (State of Florida)

PROJECT EXPERIENCE

Charlotte County: Harborview Road at Desoto Canal Bridge Replacement, Charlotte County, Florida. *Environmental Scientist.* CES/American was responsible for the design of the replacement structure over Desoto Canal. In addition to structural design, the project also included permitting, right of way surveys, drainage design and bridge hydraulics investigation, construction plans and technical specifications necessary for the replacement of the structure and associated reconstruction of the bridge approaches. CES/American also provided office engineering services during construction of the project.

Charlotte County: Edgewater Drive Design, Phase II, Charlotte County, Florida. *Environmental Scientist.* This project involved the replacement of three bridges along Edgewater Drive. His responsibilities include preparation of a U.S. Coast Guard bridge permit. The bridge permit included a categorical exclusion under the National Environmental Policy Act. As part of the bridge permit, a CE was conducted including a traffic noise study, wetlands and wildlife evaluation, and a bridge development report. This project involves the replacement of three bridges along Edgewater Drive, including preparation of bridge development reports and completing full design and construction plans. The project also includes typical section revisions, access management accommodation changes, stormwater management, permitting, utility design and coordination, and maintenance of traffic.

Charlotte County: Ingraham Boulevard Bridge over Presidents Waterway and St. Paul Drive over Zephyr Waterway Pile Rehabilitation, Charlotte County, Florida. *Environmental Scientist.* Mr. Salicco assisted with preparation of a U.S. Coast Guard bridge permit. This rehabilitation project involved designing both structural and non-structural pile jackets. Based on FDOT inspections, a structural jacket was recommended for one pile at the St. Paul Drive Bridge that exhibited spalls and corrosion bleedout. The steel-H piles at the Ingraham Bridge, which were previously designed as part of an emergency repair, also exhibited rust and were jacketed. Several alternatives for the pile rehabilitation were developed and presented to the County with a recommended solution. The project also involved obtaining an environmental resource permit and coordination with the U.S. Army Corps of Engineers.

Charlotte County: Tom Adams Bridge Rehabilitation, Charlotte County, Florida. *Environmental Scientist.* CES/American provided rehabilitation design of the 19-span 997-foot-long bridge. The bridge included a center bascule span with an opening of 103 feet. A comprehensive water inspection of the entire structure (above and below) was performed, including the mechanical and electrical systems, steel girder bascule spans, pile bents, tender house, and approach roadways as well as a load ratings of the existing bridge. The rehabilitation program undertaken over two phases approximately eight years apart when funding became available included completely replacing the electrical system, upgrading the mechanical system, widening the superstructure, replacing steel, erecting cathodic grid decking, placing pile jackets on the intermediate cathodic protection pile jackets, extensive concrete deck spall repairs, seawall repairs, and demolishing and constructing a new tenderhouse.

City of North Port: Spring Haven Drive Extension from Pan American Boulevard to Butler Park Access Drive, North Port, Florida. *Environmental Scientist*. CES/American provided final design and permitting services for the extension of Spring Haven Drive from Pan American Boulevard to Butler Park Access Drive, approximately 0.59 miles. The improvements included two 12-foot lanes with 4-foot bicycle lanes, divided by a 16-foot landscaped median. CES/American also designed right-turn lane improvements at the intersection of Spring Haven Drive and Pan American Boulevard west on Pan American Boulevard and north on the existing Spring Haven Drive. The improvements were designed within the existing 80-foot right of way. Additional work included drainage design, utility design and coordination, permitting, lighting, sidewalk, and landscape design.

FDOT District One: I-75 from South of SR 78 to the Charlotte County Line, Lee County, Florida. *Environmental Scientist.* Mr. Salicco's responsibilities included wetland delineations

and coordination with South Florida Water Management District for wetland delineation approval, setting seasonal high water elevation (SHWE) within wetlands, assisting with SHWE determinations at culvert crossings, GIS analyses for wildlife species, creating GIS maps, and obtaining both state and federal permits for the project. The typical section included widening and resurfacing existing mainline I-75 to three travel lanes in each direction, widening to the median, 12-foot shoulders (10-foot paved) inside and outside. The typical section included accommodations for the ultimate eight-lane build-out. Milling and resurfacing of the ramps at SR 78 were included. In addition to the roadway widening, the bridge over SR 78 was widened to match the roadway widening. The project also involved the design of stormwater ponds and floodplain compensation ponds. Environmental aspects included wetland delineation, wetland mitigation, contamination screening, and permitting with the South Florida Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection as well as coordination with U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission on threatened and endangered species including the Florida panther, sandhill crane, and gopher tortoise.

FDOT District One: I-75 at SR 72 (Clark Road) Interchange, Sarasota County, Florida. *Environmental Scientist.* Mr. Salicco was responsible for wetland delineations, ERP, federal dredge and filling permitting, noise analysis, and report. The purpose of this project is to reconstruct the existing I-75 at Clark Road interchange facility to the ultimate configuration as defined in the PD&E study. The interchange will be reconstructed as a diverging diamond interchange (DDI). I-75 will be constructed to accommodate the ultimate typical section of a ten-lane facility with two express lanes and three general use lanes in each direction. North of Clark Road, an auxiliary lane will be added in both directions along I-75. The interchange improvements will allow the existing I-75 at SR 72 (Clark Road) bridges to remain. The drainage improvements will be open ditches, ponds, and floodplain compensation. Permits are expected from the U.S. Army Corps of Engineers, Southwest Florida Water Management District, and Florida Department of Environmental Protection.

FDOT District One: I-75 at SR 884 (Colonial Boulevard) Interchange, Lee County, Florida. *Environmental Scientist.* The interchange of I-75 and Colonial Boulevard needs to be improved to accommodate future traffic growth due to development in the vicinity of the interchange and is anticipated to enhance overall safety, capacity, and emergency evacuation within the county. The purpose of the study is to reevaluate the original preferred alternative, a Single Point Urban Interchange (SPUI), for improved operations to meet future traffic needs. In 2011, FDOT widened I-75 to six lanes and widened the existing bridges over Colonial Boulevard. Furthermore, Lee County widened Colonial Boulevard to six lanes in 2012. Implementing a SPUI would require replacement of the I-75 bridges over Colonial Boulevard. In order to salvage the newly widened I-75 bridges, FHWA suggested to FDOT a reassessment of the interchange. CES/American completed the reevaluation and determined that a diverging diamond interchange (DDI) configuration with continuous flow intersection (CFI) at Ortiz Avenue and superstreet at Forum Boulevard is the best solution for this location. The DDI interchange alternative salvages the bridges, eliminates on and off-ramp conflicts with through lanes, and improves signal spacing.

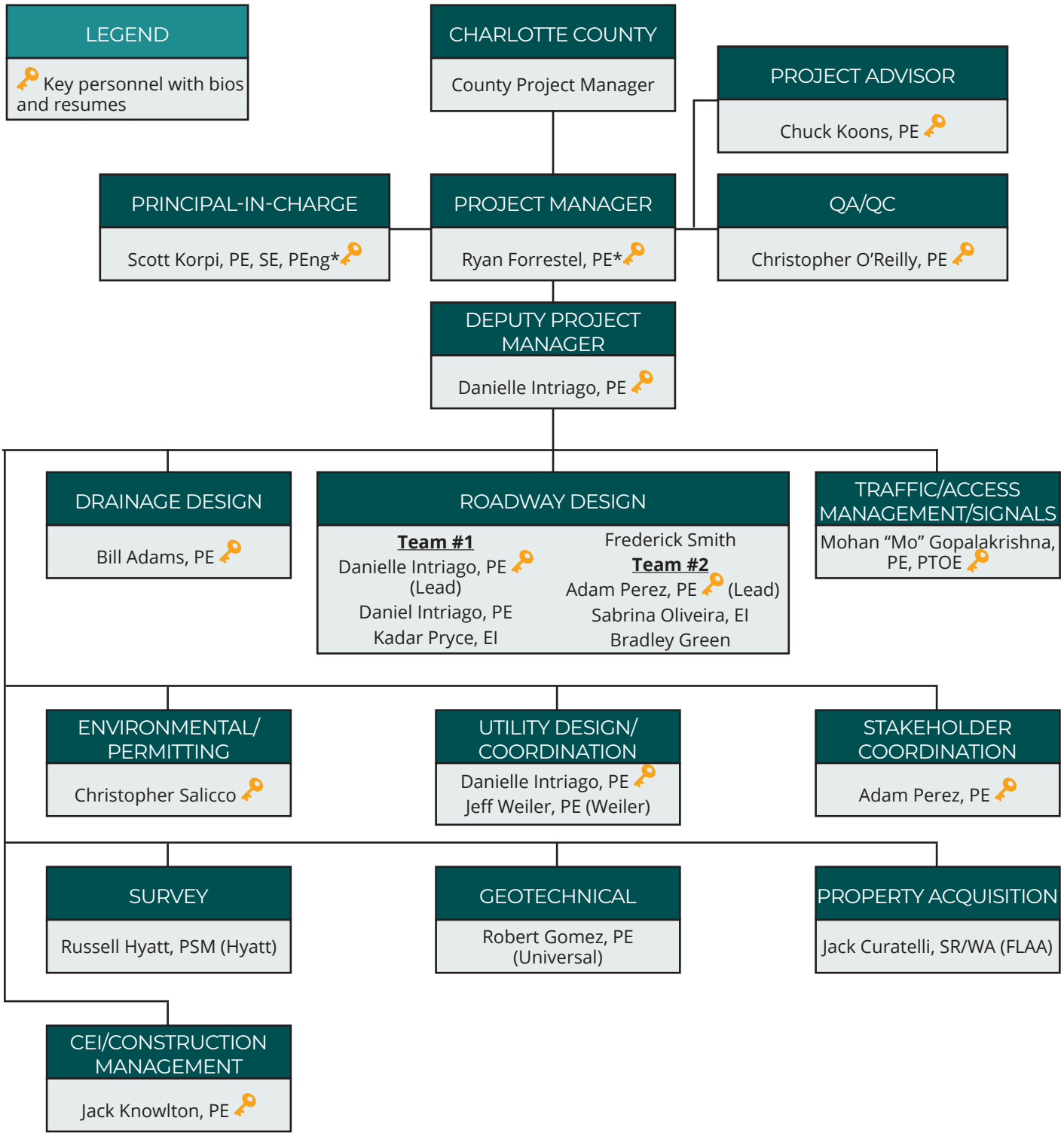
FDOT District Seven: US 19/SR 55 South of Countryside Boulevard to South of East Live Oak Street, Pinellas County, Florida. *Environmental Scientist.* Mr. Salicco was responsible for permitting and species surveys. CES/American was selected to provide roadway design improvements within a 9.848 mile area along US 19. The intent of this project is to extend the life of the existing pavement, bring multi-modal accommodations and ADA to current standards where it is missing on the paved shoulders, and perform general safety modifications. It also included resolution of seven flood investigations, five drainage improvements, upgrading nine signalized intersections, and one new mast arm intersection.

FDOT District Seven: SR 52 at Prospect Road Design, Pasco County, Florida. *Environmental Scientist.* Mr. Salicco assisted with wetland delineations including coordination with Southwest Florida Water Management District and provided assistance with permitting activities for this project. The CES/American team developed the intersection improvements for SR 52 and Prospect Road. These improvements included road widening that allowed for the addition of turn lanes.

FDOT District Seven: Park Road, I-4 (SR 400) to Sam Allen Road, Hillsborough County, Florida. *Environmental Scientist.* Mr. Salicco assisted with wetland delineations for this project. The project included wetland delineation and assessment using the Uniform Mitigation Assessment Method, assessment of pond sites, permitting with the Southwest Florida Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection. CES/American was selected to provide full design for the widening of Park Road to provide four through lanes with a 40-foot depressed median from north of I-4 to Sam Allen Road, a distance of approximately 0.5 miles. CES/American utilized a creative solution for this project which helped reduce construction costs by reducing pavement design and maintaining existing roadway geometry. This roadway widening/reconstruction project also included 0.57 miles of improvements to Sam Allen Road west and east of Park Road. The work also provided for the addition of a westbound left-turn lane and an eastbound right-turn lane on Sam Allen Road, and 5-foot sidewalks along both sides of Park Road. CES/American produced the following plans for this project: roadway/drainage and signing and pavement markings.

II. MANAGEMENT PLAN

A. TEAM ORGANIZATION



**The project manager and principal will not be substituted throughout the duration of the project without the express permission of the County.*

CES/American uses various tools to aid in the management of projects that have multiple tasks. These tools include conducting team meetings and coordination, effective task order management (including creating a project-specific work plan, creating a detailed schedule, maintaining project files and updating the budget weekly), and continuous quality control.

A1. DESIGN PHASE

TEAM MEETINGS AND COORDINATION

CES/American has frequent internal coordination meetings that ensure appropriate resources are assigned to complete the work and that appropriate QA/QC processes are being conducted. Open and constant communication and coordination from notice to proceed through the close of construction services is critical in controlling the schedule and the quality of the work. Our project manager, Ryan Forrestel, PE, will make use of frequent group e-mails, phone calls, and team meetings to ensure that all team members are kept informed. Consistent and effective coordination is a key element to ensuring delivery of a successful project and is a focus of our approach.

Since work will be done in our Charlotte County, Wesley Chapel, and West Palm Beach offices, we will use technologies such as electronic file transfer, Go-To-Meeting (video screen sharing), and weekly work-sharing collaboration meetings. This will benefit the project and promote efficiency for design, permitting, coordination, and collaboration.

TASK MANAGEMENT

We treat each intersection improvement as a separate assignment. We will coordinate with the County to prioritize the order we complete each assignment based on safety, County priorities, and available construction funding. CES/American's general process for task delivery is described below. This approach, which has been used on similar engineering contracts, can be used for any project type whether a multi-leg roundabout to a smaller-scale turn lane. Any modifications to fit specific items required by this contract are also described.

1. Pre-notice to proceed

Upon notification of a new task assignment to be started, Ryan will schedule a field review of the proposed work and write up a draft scope, schedule, and fee estimate for the County to review. If all parties agree on the services to be accomplished, budget, and schedule, the work order is assigned and notice to proceed is issued. This same procedure will be followed for this contract if the County exercises any of additional intersections. Should the County wish to develop the scope and fee for all improvements up front, we are prepared to do that in an expedited manner.

2. Project delivery

Immediately after notice to proceed, Ryan will generate a project-specific work plan and schedule, outlining all of the necessary steps to complete the project delivery. Also, Ryan will notify all necessary subconsultants, such as survey, to get started on the work immediately. An internal kickoff meeting is also held to begin work on the project, where the work plan, schedule and budget, and delivery expectations are conveyed. Ryan and/or Chris Salicco, our environmental scientist, then contacts or meets SWFWMD and any other necessary agencies to identify the required permits. As the project progresses, we will track project issues, schedule, and budget as described above. We will promptly alert the County's Project Manager of any issues requiring input from the County, or that impact schedule or construction budget. Internally, we will conduct quality control reviews as work products are completed. As task deliverables are developed, CES/American's QA/QC procedures are implemented so that assignment expectations are met and the County receives a high quality product. When the County is completely satisfied with the plans (or other deliverable), contract documents are uploaded to the County to begin the bidding process. During construction, Ryan or other appropriate staff, will attend the pre-construction meeting, respond to RFIs, and confirm as-built plans.

3. Quality Assurance/Quality Control Process

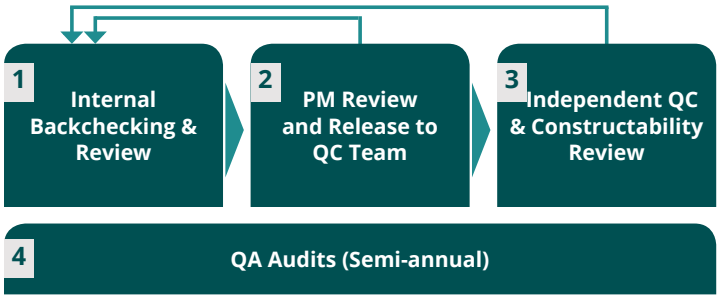
All submittals will undergo a rigorous quality control review by independent senior staff before they are submitted to the County. We place high emphasis on quality control and have written procedures that are followed on every project. Additionally, we recognize that each project has unique aspects that may require special QA/QC needs. Prior to beginning any assignment, we will evaluate and, if necessary, modify our QA/QC plan to ensure that all aspects of the project are covered. A copy of this plan can be submitted to the County for review and approval if desired. In addition to the day-to-day monitoring of the QA/QC program by our project manager and senior staff, Christopher O'Reilly, PE, our QA/QC lead will also perform periodic reviews of the plan to ensure that all aspects of the plan are being followed.

Quality control is a daily process, where engineering analyses, designs, and plans are checked as the work is completed, not at the submittal stage when it is too late to make changes. At our team meetings, we specifically discuss all work

that has been completed to date and make sure it has been given a thorough QC review. CES/American will be fully responsible for all work performed by our subconsultants.

We use a four-step QA/QC process, as described in the following paragraphs.

Figure 2 - QC Process



- **Step 1 – Internal Backchecking and Review.** As work is completed on an ongoing basis, originators are required to backcheck their own work to verify it is complete and accurate. Once the originator is satisfied, the task leader will review the work and sign off on it with their initials. This backchecking and review is done daily and ensures subsequent work is based on quality, accurate analysis and designs.
- **Step 2 – PM Review and Release to QC Team.** At phase submittals, our project manager, Ryan Forrestel, PE, will review all documents for completeness. If the documents are complete, he will release the plans for independent review. If not, the plans will be sent back to the task leaders for corrective actions.
- **Step 3 – Independent QC Review and Constructability Review.** Each deliverable to the County will be reviewed by an appropriate independent senior staff member(s) before submission. In all cases, staff reviewing deliverables will not be involved in the preparation of the work product. Documents reviewed by the QC team will be stamped with our official firm QC stamp and initialed in accordance with our QC Plan. Comments will be formally addressed by the design team. Reviewers will stay connected to the project through completion.

  During design, official constructability reviews will begin at Phase II, focusing on consistency between component sets, identification of utility conflicts, and drainage, verifying there is no work performed outside the right of way, plan clarity, unconstructable elements, maintenance of traffic, and equipment access and staging areas. Bidability reviews will also be performed at Phase II, focusing on proper use of pay items, providing all work is covered by appropriate pay items, and pay item footnotes. Quantities will be checked using a three-way checklist.
- **Step 4 – Semi-Annual QA Audits.** CES/American conducts semi-annual QA audits on all active projects. The QA audits focus on two aspects of a project: QC and project documentation. Each project is formally reviewed and measured against 38 criteria worth a maximum of 147 points.

We are extremely proud of our QA/QC program and procedures. Our dedication to producing high quality products has earned us a great reputation with our clients and has generated positive feedback such as this comment made by FDOT District One, "The consultant is in conformance with their QA/QC procedures, which follows FDOT quality control procedures. American Consulting Engineers has the best quality control records and filing system that District One has seen to date." CES/American is a wholly-owned subsidiary of American Consulting Engineers and uses this same notable QA/QC records and filing system.

4. Successful task completion

When fully complete, we will closeout each assignment in an organized manner. Ryan will discuss the assignment in the weekly coordination meeting to confirm no further work is needed. Hard-copy and electronic files will be reviewed to ensure they are complete, copies of all requested materials will be provided to the County, and a final invoice will be prepared.

We will provide continuity and efficiency on task assignments by using the same project team from beginning to end. Using the same project team from submittal to submittal will ensure that work efforts are not duplicated and prior design decisions are carried forward. Where use of new staff is unavoidable, the project manager and discipline leads will bring all team members up to speed on the project issues and status through our team meetings. All assignments will be individually tracked and discussed in the team meetings. Each assignment will be assigned a unique project number to accurately monitor and track costs.

A2. CONSTRUCTION PHASE

Our entire team is well aware of the need to be responsive to contractor questions and submittals during construction. Our goal is to respond to questions or RFIs within 48 hours and review shop drawings within three working days. Our project manager, Ryan Forrestel, PE, and staff members on our team all know the importance of avoiding delay claims by contractors. At the end of construction we will prepare as-built plans and properly close out the project in an orderly manner.

III. TEAM EXPERIENCE

A. DESIGN PROJECTS THAT TEAM WORKED ON

CES/American staff have designed many roadway and intersection improvements, highways, complete streets, bicycle and pedestrian facility projects, sidewalks, multi-use trails, pedestrian bridges, bicycle lanes, and boardwalks. We have worked on these projects in various environments—residential, urban, state parks, and environmentally sensitive areas. Our firm's experience includes a very similar current contract for Hillsborough County, which includes 24 intersections that required improvements. This section includes descriptions of just a **sampling our intersection improvements experience, as well as our firm's references**.

SR 60 AT DOVER ROAD, HILLSBOROUGH COUNTY, FLORIDA

Under the Hillsborough County General/Civil Engineering Contract, CES/American provided preliminary design and engineering services for the proposed improvements on Dover Road at SR 60 east of Brandon. This project provided preliminary conceptual alternatives to upgrade the intersection for additional turn lanes. The scope included the conversion of an existing two-lane rural roadway to an urban roadway with curb and a stormwater drainage system. Dover Road was proposed to be widened to a two-lane urban section with dedicated left- and right-turn lanes in both directions of travel, 6-foot wide sidewalk on both sides of the road, intersection geometric improvements, new traffic signals, and stormwater treatment/detention pond. CES/American developed final design and construction plans, including horizontal and vertical geometry, typical sections, right of way maps, signalization, signing and marking plans, and stormwater management needs. The final design was completed in 2013, and revised to current standards in 2017, with construction currently underway. *Reference: Nicole Turner, 813.307.1920.*

FRONT STREET AT NORTH VALRICO ROAD, HILLSBOROUGH COUNTY, FLORIDA

Under the Hillsborough County General/Civil Engineering Contract, CES/American is designing intersection improvements for Front Street at North Valrico Road, including horizontal and vertical geometry, typical sections, right of way impacts, and stormwater management needs. As shown in the photo to the right, the intersection needs revising because it has inadequate sight distance, needs pedestrian and bicycle continuity across the intersection, CSX needs to relocate signal crossings from within the clear zone, vertical profile does not meet criteria, and utility facilities within clear zone. CES/American's design for the intersection at Front and Valrico includes roadway widening that allows for left-turn lanes for the northbound and southbound approaches on Valrico Road and eastbound approach on Front Street. Improvements also include modification of the vertical alignments to be in accordance to Chapter 25 of the Plans Preparation Manual. CES/American prepared final design plans including roadway plans, signing and pavement marking plans, signalization plans, traffic control plans, and right of way maps and legal descriptions and sketches for acquisition. *Reference: Amanda Sotomayor, 813.307.1850.*

SR 54 FROM CR 577 (CURLEY ROAD) TO CR 79 (MORRIS BRIDGE ROAD), PASCO COUNTY, FLORIDA

CES/American designed the widening of SR 54 from east of Curley Road to east of Morris Bridge Road within Wesley Chapel, a distance of 4.7 miles. Three typical sections were utilized in the design: a six-lane urban, a four-lane suburban expandable to a six-lane urban, and a four-lane urban section. The proposed right of way ranges from 142 to 166 feet. The proposed design included signal improvements at Meadow Pointe Boulevard, River Glen Boulevard, and Morris Bridge Road. The intersections were improved to accommodate the SR 54 reconstruction, provide additional capacity and bicycle lanes. Along with upgrading traffic signals, additional improvements include providing pedestrian features such as a sidewalk, shared-use path, and bicycle lanes along the entire corridor. Extensive coordination with numerous major developments along the corridor was required. Additionally, right of way, and TCEs were required from more than 30

parcels. An advance to right of way reevaluation was prepared and approved on January 11, 2013 and an advance to construction reevaluation was prepared and approved on July 25, 2016. Construction started on the improvements in Fall 2017. *Reference: Pia Cormier, 813.975.6176.*

GENERAL PROFESSIONAL ENGINEERING AND CONSULTING SERVICES, INTERSECTION IMPROVEMENT PROJECTS, PASCO COUNTY, FLORIDA

CES/American served as the Miscellaneous Traffic Engineering Consultant for Pasco County. The contract consists of ongoing and miscellaneous traffic engineer task assignments. Assignments included:

- **20th Street Extension from Zephyrhills East Bypass (Chancey Road) to North of Tucker Road.** The scope involved extending 20th Street approximately 0.5 miles to complete a new north-south corridor within the City of Zephyrhills.
- **CR 41/Fort King Highway and Daughtery Road Intersection.** Project involved reconstruction and widening of a skewed intersection in Zephyrhills.
- **Lake Patience Road.** Preparation of a corridor study for a new arterial road.
- **Shady Hills SR 52 to North County Line.** Preparation of a corridor study to for the addition of paved shoulders, turn lanes, and correct substandard horizontal curves.
- **Shady Hills at Peace Boulevard.** Preparation of design plans for intersection improvements including addition of turn lanes and signalization.
- **Main Street.** Preparation of a corridor study followed by design plans to widen Main Street in New Port Richey and improve drainage in the corridor.

Reference: Margaret Smith, 727.834.3604.

LUTZ LAKE FERN ROAD, HILLSBOROUGH COUNTY, FLORIDA

CES/American planned and designed the widening of Lutz Lake Fern Road from a two-lane roadway to a four-lane divided urban highway. CES/American managed all aspects of this $55 million, 3.9-mile project. This project included the development of interim improvements to coincide with the addition of a new high school near the existing elementary and middle schools, a new school entrance and coordination with the new interchange connection with the Suncoast Parkway proposed by the Florida Turnpike Enterprise. Services include traffic analysis and modeling, preliminary engineering, environmental analysis and documentation, right of way appraisals and cost estimates, public involvement, roadway, intersection, drainage and pavement design, traffic control, signing and pavement marking plans, signals, utility relocations, landscaping, permitting, computation books, contract documents/special conditions, and post-design and construction assistance. *Reference: Chris Bridges, 813.307.1848.*

IV. TEAM LOCATION

IV. LOCATION/FACILITIES OF WORKING OFFICE(S)

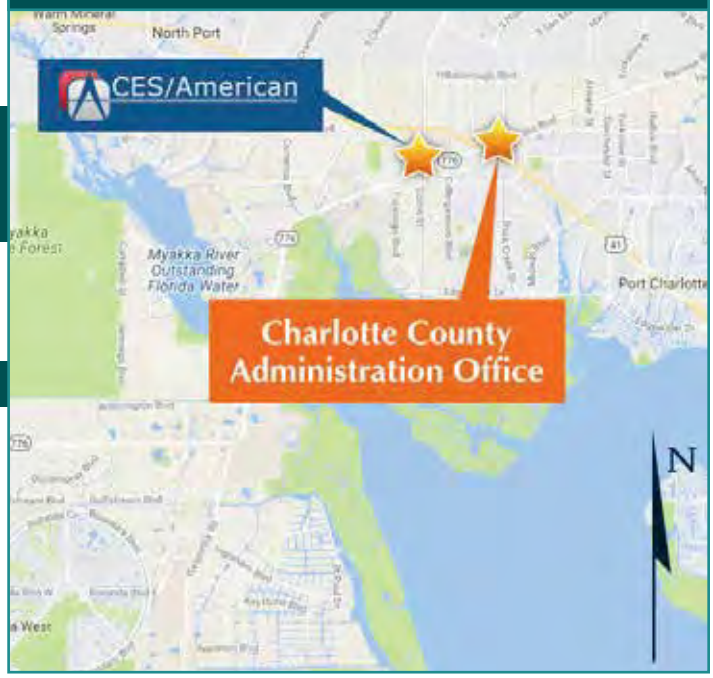
A. LENGTH OF TIME LOCAL OFFICE ESTABLISHED

CES/American has been established in our local office for 35 years, since 1984. Our staff are very familiar with the local area and have a vested interest in the intersection improvements in Charlotte County.

B. LOCATION OF LOCAL OFFICE

As shown in Figure 2 on the map, the CES/American office is centrally located at 1700 El Jobean Road, Port Charlotte, Florida, and is approximately 1.71 miles from the Charlotte County Administrative Building. On average, our location is a five minute drive to the County's Administrative Building.

FIGURE 2 - OFFICE LOCATION MAP



C. RESIDENCES OF PERSONNEL WHO LIVE IN CHARLOTTE, SARASOTA, OR DESOTO COUNTIES

Up to 25% of our staff live in Charlotte, Sarasota, or DeSoto County and our personnel affidavits are attached in the required forms section.

D. USE OF LOCAL SUBCONSULTANTS

CES/American uses local subconsultants whenever possible. For this contract, we have included Weiler for utility design and coordination, located in Charlotte County and Universal for geotechnical services, located in Sarasota County.

V. PROJECT CONTROL/SCHEDULE

Maintaining open lines of communication between CES/American and Charlotte County is one of the most critical aspects of this contract in order to maintain control over cost and schedule. Using an experienced team, including an experienced project manager with numerous bridge projects in Charlotte County, is also an essential component to successfully completing the project. The paragraphs below describe our methods on maintaining project control.

A. SCHEDULE

CES/American's design and project management processes give us the ability to meet or exceed our project schedule. CES/American is always willing to go the extra mile; we will strive to ensure Charlotte County receives the best value for every dollar spent. If we are selected for this contract, CES/American is prepared to begin work immediately and can successfully accommodate the schedule agreed upon with the County. Ryan Forrestel, PE, our Project Manager for this contract, will be responsible to assure Charlotte County that the schedule is met. The following items illustrate some of the techniques we employ to ensure project schedules are met.

CES/American is very capable and experienced in successfully completing projects on time or with tight schedules. In 2015, FDOT D7 selected American to design four bridges on the I-75/I-4 interchange within a one-year schedule. Our success with that project helped American win both the I-75/SR 56 DDI Interchange reconstruction project as well as the I-75/SR 60 Ramp project. Both of these relatively large projects had very tight 13-month schedules with completion dates in January of 2018 and December of 2017, respectively. Our dedication to our clients and our experience with limited timelines allowed us to meet these project deadlines. American will bring this same commitment and expertise to this contract to help ensure that the County's agreed upon deadlines will be met.

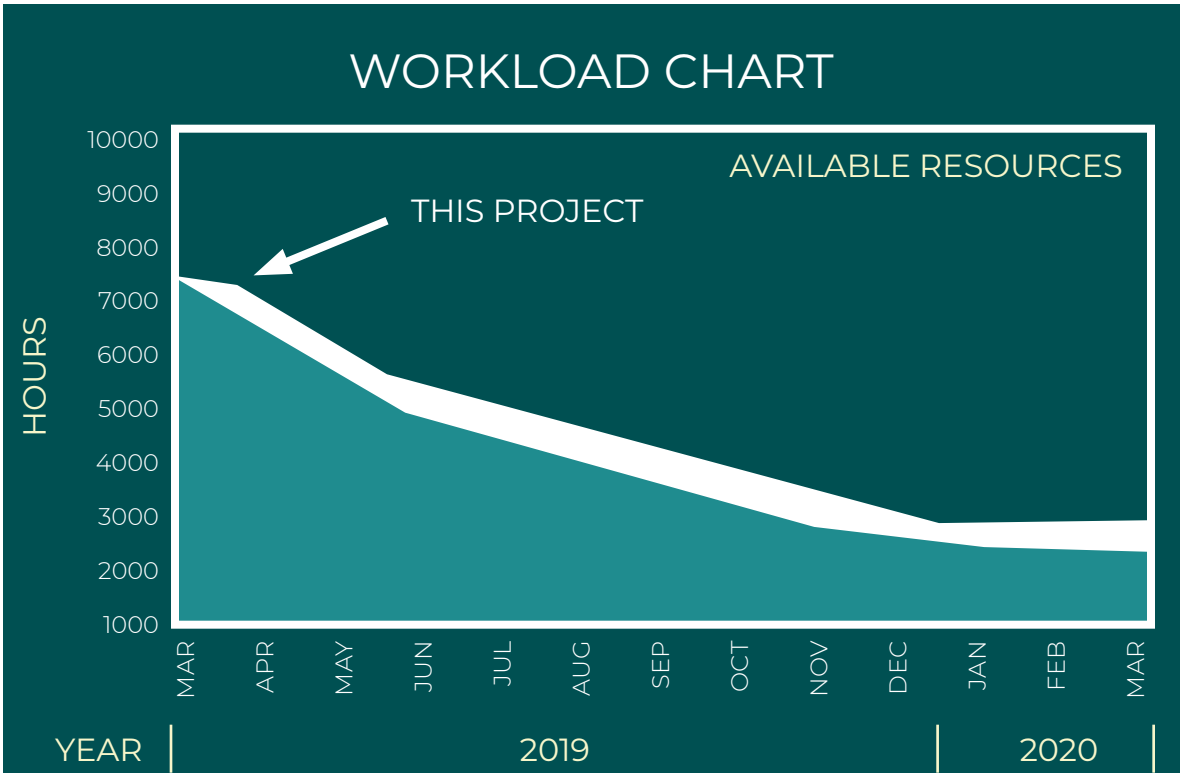
- **We will propose and follow a realistic and accurate schedule.** We will evaluate the staff proposed on the project and put forth a realistic and reasonable schedule that meets the expectations of the County. Staff workload is regularly evaluated; recent similar projects have been evaluated to determine the amount of effort required for specific tasks. Often times, there are items out of our control, such as permitting time frames, right of way and temporary construction easement acquisition, and utility relocations. Float can be built into the schedule to account for unexpected situations or issues that might arise. Additionally, early coordination can take place and meetings can be held with all stakeholders early in the life of the project in order to mitigate delays.
- **We will complete a detailed and accurate site visit and ensure all data is obtained the first time.** Included are detailed desktop reviews of existing information to ensure those visiting the site are aware of all potential issues and items that require attention. Multiple discipline leads may be required at the site visit to evaluate the bridge and surrounding components.
- **We will assign an experienced project manager, Ryan Forrestel, PE.** Ryan will be responsible for monitoring the schedule on a day-to-day basis and ensuring the project schedule is met. Each task on the schedule will be checked on a regular basis and its percent complete will be updated on at least a monthly basis. If it appears that a critical path task may be delayed in starting, or take longer than is permissible, he will assign additional resources to the task to make up for any potential lost time.
- **We will maintain constant communication with our team members and the County.** Internal team meetings will be held weekly during the early stages of the contract. During those meetings, we will identify critical time sensitive issues that we anticipate that warrant special attention and coordination. Following our internal meetings, we will provide updates to the County on a regular basis to provide updates on the status of each phase of this contract.

B. PERMITS

Permitting often plays an important role in roadway design, therefore the permitting requirements and impacts should be determined and factored in when developing potential design plans for intersections. Our environmental scientist, Christopher Salicco, will be responsible for any permits needed on these intersection improvements. Any potential environmental issues, the anticipated types of permits, and potential agency coordination will be documented as appropriate. It is anticipated that many of the intersection improvements will qualify for exemptions. Permitting would include SWFWMD and USACE (if wetland or surface water impacts), as well as the appropriate state and federal agencies associated with permitting, which include U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC). We will also coordinate all activities with County staff prior to submittal.

C. RECENT, CURRENT, AND PROJECTED WORKLOAD

The graph below depicts our key staff availability to perform the work anticipated under this contract. We have projected our current workload over the next year. Assuming no change in our staff size over the life of the contract and assuming we would average 500 staff hours per month working on the intersection improvements, this chart clearly shows CES/American has the capacity to undertake this contract.



VI. PROJECT APPROACH

A. PROPOSED DESIGN PHILOSOPHY

CES/American has a long history of successfully completing similar multi-assignment contracts. We have successfully completed 31 miscellaneous services contracts (six currently active) for cities and counties since 2002. Many of these contracts are two or three-time consecutive contracts. We have developed a proven process for managing and completing all assignments. The process begins with development of the scope and fees, continues through submittal of high quality deliverables according to the project schedule, and ends with providing assistance during construction. A cornerstone of our approach is our ability to respond quickly to meet your needs and changing project requirements. Our approach includes the following key elements:

A1. MULTIPLE INTERSECTION ASSIGNMENTS

A key aspect of our approach will be to maintain the same team members for each intersection they are assigned and through the end of construction. This contract is proposed to include 11 intersection assignments per the RFP. Depending on the County's priorities, we are prepared to complete each intersection design simultaneously through the use of two design teams. Danielle Intriago, PE, our Deputy Project Manager, and Adam Perez, PE, will each lead a roadway design team. We are fully committed to completing each intersection simultaneously if requested by the County.

A2. PROJECT INITIATION

Once we are notified of the order we will be assigned, we will begin to review of existing project documentation and other pertinent data such as right of way, maintenance records, crash data, and conduct field reviews. The field reviews will focus on safety elements. For example, our initial review of intersections at Veterans Boulevard/Atwater Street, Peachland Boulevard/Harbor Boulevard and Veterans Boulevard/Orlando Boulevard identified the following safety issues: substandard ADA and lighting, missing crosswalks and ped ramps, and short turn lanes. A draft detailed scope specifically for each intersection will be developed. During the scope development we will identify known issues and concerns, and identify stakeholders. We will meet with County staff, and conduct a field review if appropriate, to review and finalize the scope. This meeting will allow us to review the improvements, confirm all the necessary work elements are included, and address our approach to design issues and concerns identified during scoping.

A3. PRELIMINARY ENGINEERING REPORT (PER)

We have prepared a preliminary assessment of each intersection listed in the RFP noting general characteristics, safety concerns, constraints, and potential design issues. These are summarized in **Table 1 – Intersection Matrix** on page 14. For example, the curb ramp in the northwest corner of Veterans Boulevard/Atwater Road does not meet the slope requirements for ADA and it is missing the detectable warnings along the edge of pavement. The curb ramp will be reconstructed when the right-turn lane is added; additional right of way may be required at this corner for the mast arm and curb ramp upgrades. Also, the crosswalk crossing Veterans Boulevard is placed too far away from the northbound stop bar on Atwater Road; drivers cannot see pedestrians crossing until they have accelerated on Veterans Boulevard. Moving the curb ramp and crosswalk closer to the stop bar would improve safety for drivers and pedestrians. The lighting at the intersection does not meet current standards; additional lighting may be required to illuminate the intersection to increase safety. As we consider improvements to the intersection, we will work with the County to determine which of these deficiencies will be included in the upgrades. The planned improvements at Peachland Boulevard/Harbor Boulevard intersection include adding right-turn lanes at all approaches, which will impact residential driveways along Harbor Boulevard. There also appears to be residential landscaping that is encroaching the right of way that will be impacted by the improvements. These impacts may require temporary construction easement in order to restore driveways and/or landscaping. At the Veterans Boulevard/Orlando Boulevard intersection the improvements include adding an eastbound right-turn lane. This will impact an existing pond, which will require a permit. The existing lighting will be impacted as well.

WORK PLAN AND SCHEDULE

Once we receive notice to proceed, a Project Work Plan will be developed, which will guide the day-to-day activities of the project. The Work Plan will discuss the project schedule, budget, stakeholders, client coordination procedures, and QC process. We will also prepare a detailed CPM schedule for each project. The schedule will include all key activities, submittals, and milestone dates.

DATA COLLECTION

We will collect existing information such as five-year crash data and traffic counts, obtain topographic survey, geotechnical, utility, and environmental data. As we review the data, we will identify additional design issues and constraints.

IDENTIFY ALTERNATIVES

We will evaluate existing and new data to develop viable alternatives to improve intersection safety and operations while staying within the County's scope and budget. With each alternative we will prepare preliminary geometrics, quantify/estimate improvements in Level of Service and safety, construction impacts and cost, needed right of way, and impacts to access management, adjacent properties, drainage, utilities, and the environment. A matrix similar to Table 1 will be used for evaluating and comparing each alternative. We propose conducting an alternatives review meeting with County staff where we will present the pros and cons, costs, and impacts of each viable alternative. The goal of this meeting will be to eliminate undesirable alternatives and fine tune remaining alternatives.

PRELIMINARY ENGINEERING REPORT (PER)

We will prepare a draft PER summarizing our findings and providing a recommended alternative for County review. The final PER will be completed immediately after receiving your comments. All work will be thoroughly reviewed prior to submittal to the County.

PUBLIC INVOLVEMENT

If requested by the County, we will prepare a public involvement plan for the project, which will identify public and private stakeholders, public involvement activities, potential public meeting locations, etc. We will prepare the necessary support, graphics, and personnel for public meeting(s).

A4. DESIGN

The conceptual plan for the recommended alternative prepared in Phase 1 will be the starting point for our design. We will begin the detailed design process by conducting a 15% Line and Grade meeting with County Staff. We will have preliminary plans prepared and design issues and solutions identified for discussion at the meeting. We will base our design on the Florida Green Book and Charlotte County Criteria. If the improvements involve a state highway we will use FDOT FDM criteria. We plan on using 3D design as we are currently doing on many of our active projects.

SUBMITTALS

For most intersections, we propose submitting 60%, 90%, and final plans for County review. We will meet with County staff to review their comments and will provide a written response to written comments. Each submittal will include supporting design documentation, engineer's construction cost estimate, and a signed QC certification letter.

MAINTENANCE OF TRAFFIC

Traffic control during construction will require careful consideration to minimize impacts to adjacent businesses and residents, the traveling public, and pedestrians. Special consideration will be given to maintaining pedestrian traffic through the construction zone at all times. Access will be maintained to all properties at all times. We will also coordinate with Emergency Management Services when developing the traffic control plan.

HARMONIZING WITH PRIVATE PROPERTY

Each parcel adjacent to the right of way will be reviewed to minimize impacts and harmonize the proposed improvements with the property. Special attention will be given to driveway grades, maintaining positive drainage at the right of way to avoid trapping water on private property, and maintaining access to mail boxes.

ACCESS MANAGEMENT

Modification of access to properties is always a big public involvement issue. We will develop an access management plan for review by the County during the 15% Line and Grade meeting.

PERMITTING

As appropriate, our team will coordinate with Charlotte County Environmental Protection Commission, Southwest Florida Water Management District, Florida Department of Transportation, Florida Department of Environmental Regulation, and the U.S. Army Corps of Engineers. We anticipate a permit exemption will be obtained for most improvements.

UTILITY COORDINATION

Our team will coordinate closely with all utility owners, including Charlotte County utilities, as soon as the design phase begins. Our goal will be to have approved Utility Work Schedules as early as the 90% plan submittal but will have them no later than the Final Plan Submittal. The following Utility Agency Owners (UAOs) have been identified within the intersection areas: CenturyLink, Charlotte County Lighting District, Charlotte County Utilities –NE, City of North Port Utilities, Comcast, Crown Castle Fiber, DeSoto County Utilities, FDOT D1 ITS, Florida Power & Light – Charlotte, Peace River Manasota Regional Water Supply, TECO People's Gas – FT Myers.

CONSTRUCTION PHASE

Our entire staff is well aware of the need to be responsive to Contractor questions and submittals during construction. Our goal is to respond to questions or RFIs within 48 hours and review shop drawings within three working days. Our Project Manager, Ryan Forrestel, PE, and staff members on our team all know the importance of avoiding delay claims by contractors. At the end of construction we will prepare as-built plans and properly close out the project in an orderly manner.

COMMUNICATIONS

Proactive communications is always a critical factor in the success of every project. We will communicate with the County Project Manager as needed to keep him/her up to date on progress, resolution of issues, and when new issues are identified. Communication with the County Project Manager and other involved stakeholders will be through phone, e-mail, in person, video conferences, and progress reports.

Table 1 - Intersection Matrix

	Cochran Boulevard at Quesada Avenue	Murdock Circle at Charlotte County Public Schools Admin	Murdock Circle at US Highway 41	Peachland Boulevard at Harbor Boulevard	Veterans Boulevard at Cochran Boulevard	Veterans Boulevard at Atwater Street	Veterans Boulevard at Yorkshire Street	Veterans Boulevard at Harbor Boulevard	Veterans Boulevard at Orlando Boulevard	Veterans Boulevard at Torrington Street	Veterans Boulevard at Loveland Boulevard
Safety											
Access Management	●			●							
Substandard Ped. Facilities	●	●	●		●	●					
Sight Distance		●									
ADA issues		●	●			●					
Multimodal Considerations											
Pedestrian	●	●	●	●	●	●	●	●	●	●	●
Bicycle			●								
Drainage											
Existing Drainage Permit	●	●	●		●	●	●	●	●	●	
Traffic											
Signal	●		●	●	●	●					
Lighting	●	●	●	●	●	●	●	●	●	●	●
Potential right of way Impacts											
Business Impacts						●					
Residential Impacts				●							●
Utility Impacts	●	●	●	●	●	●	●	●	●	●	●
FDOT Involvement			●								

B. PROBLEMS ANTICIPATED AND SOLUTIONS

Inevitably, situations arise on every project that require quick thinking to minimize impacts to the project. The following items describe some of the potential issues we anticipate on this contract and our plan to address them.

B1. ROADWAY AND INTERSECTION CAPACITY, POTENTIAL TRAFFIC FLOW/CONGESTION ISSUES

CES/American will collect traffic data for opening year and forecasted year. Traffic simulation (using Vissim) and Capacity analysis (Synchro) will be used to analyze if level of service "D" or better is achieved for the alternatives proposed.

B2. RIGHT OF WAY

During design phase, CES/American will evaluate existing right of way and any right of way needs that would impact the cost of the project and any budgetary constraints. If any additional right of way purchase is necessary, such areas will be demarcated, for County acquisition.

B3. UTILITY CONFLICTS, IMPACTS TO RESIDENTIAL NEIGHBORHOOD

Utility conflicts (any relocations) and right of way impacts to residences will be evaluated. Our designers will make every effort to minimize and avoid utility impacts where possible.

B4. ENGINEERING RESOLUTION

A concept plan will be generated for all locations, at not only the 11 intersections, but also the roadway network to accommodate not only motorists, but also bicycles, pedestrians, and possibly transit services.

After the concept is approved, survey, utility coordination, roadway, and intersection design will be carried out to engineer the selected alternative.

C. PROBABLE SITE-SPECIFIC ALTERNATIVES

The scope of this contract is to provide dedicated right-turn lanes at nine of the 11 intersections and left-turn lanes at the other two intersections. A detailed discussion of alternatives is included below. Design Alternative #1 includes the work elements as defined in the scope and Design Alternative #2 includes innovative work elements as envisioned by the CES/American team and would need further discussion with the County.

D. INNOVATIVE APPROACHES IN THE DESIGN

D1. COCHRAN BOULEVARD AT QUESADA AVENUE

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope states to include a dedicated northbound right-turn lane on Quesada Avenue. The figure in addendum #1 indicates that this is a dedicated westbound right-turn lane from Quesada Avenue to northbound Cochran Boulevard. This is an existing four-legged intersection with two dual mast arm signal poles in northeast and southwest corners. Mast arms can remain in place. There is no need to add any new signal heads. To avoid impact to the existing dual mast arm pole in the northeast corner, a free flow channelized island could be provided to keep the signal pole in its current location. The signal controller cabinet would need to be relocated. The free flow right would need its own receiving lane on Cochran Boulevard. No signal design improvements are needed for this free flow movement. The intersection is also dark with substandard illumination and would need intersection lighting upgrade to enhance safety.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Quesada Avenue is planned to be widened from two to four lanes divided from Cochran Boulevard to Harbor Boulevard. To avoid any throwaway with the proposed turn lane addition, we will coordinate this design with the County and MPO in the early stages. We will consider a context sensitive design, keeping in mind the neighborhood is mixed use with residential, retail, restaurants, entertainment, educational land uses. We propose considering a two-lane roundabout with complete streets initiatives to accommodate all modes of transportation such as dedicated bicycle lanes and pedestrian sidewalk along both sides

of the street. An Intersection Control Evaluation analysis will be needed prior to making a recommendation on the appropriate intersection treatment, from an operational and safety standpoint.

D2. MURDOCK CIRCLE AT CHARLOTTE COUNTY PUBLIC SCHOOLS ADMIN

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes adding a westbound left-turn lane on Murdock Circle approaching the Charlotte Technical College driveway, which is currently an unsignalized intersection. This would entail inside widening in the grassed median to add this left-turn lane and construct a traffic separator. The intersection is also dark with substandard illumination and would need intersection lighting upgrade to enhance safety.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Murdock Circle is currently a four-lane divided roadway with a posted speed limit of 30 MPH. The current land use is mixed with entertainment, restaurants, government offices, and educational institutions. The entire circle would benefit from implementation of complete streets initiatives to accommodate other modes of transportation as well such as bicyclists, pedestrians, and transit. Based on available right of way, the first step is provide a roadway typical section along Murdock Circle to include roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). Alternatively, a road diet could be considered to reduce a travel lane (in each direction of travel) to make it two-lane divided by using the repurposed lane for including a buffered bicycle lane/on street parking. Other traffic calming techniques could include patterned paver crosswalks and plateaued patterned paver intersections to add to this context sensitive design. These measures would make a pedestrian friendly environment to get people out of their cars to choose other modes of transportation. The operational analysis would include analyzing peak hour traffic volumes for opening and design years, a macroscopic Synchro analysis and microscopic VISSIM analysis would be needed to evaluate for the street and intersection network encompassing the intersections along Murdock Circle. An Intersection Control Evaluation would be completed to determine the optimal intersection treatment for the subject intersection at Charlotte Technical College, and look at other measures such as a roundabout with a 2 x 1 lane configuration (two lanes along Murdock Circle and one lane along Charlotte Technical College). Proposing roundabouts along Murdock Circle would slow traffic down and discourage car traffic in general and restrict speeding.

D3. MURDOCK CIRCLE AT US HIGHWAY 41

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes extending the existing eastbound right-turn lane along Murdock Circle. To determine the length of the storage lane, Synchro signal timing software will be used to analyze opening day and design year (2040) peak hour traffic volumes. The existing signal carries a five-section signal head for this movement. Coordination will be done with the maintaining agency to revise timings for the right-turn overlap phase to increase the capacity of the right-turns, and avoid potential spillback of right-turn traffic into the eastbound through lanes. The intersection is also dark with substandard illumination and would need intersection lighting upgrade to enhance safety.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

US 41 at Murdock Circle intersection is one the top 10 intersections with the highest number of crashes between 2011 and 2013. Crash data analysis of latest five years is needed to evaluate safety concerns and crash patterns that could be treated with safety countermeasures. The intersection is currently a four-legged intersection with 32 conflict points, which has a higher potential for crash occurrence. A four-legged roundabout has only eight conflict points, reducing the potential for crashes and provides for continuous safe operation and reduced delay. Our recommendation is to evaluate a two-lane by two-lane roundabout and conduct an Intersection Control Evaluation analysis evaluation for the most appropriate intersection control both from an operations and safety enhancement standpoint. An in-depth Synchro and VISSIM analysis will be conducted with a holistic approach for the roadway network and intersection grid in general using existing (2019), opening year (2025), and design year (2040) peak hour traffic volumes.

D4. PEACHLAND BOULEVARD AT HARBOR BOULEVARD

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes adding left-turn lanes on all approaches of this two-lane undivided four-legged intersection. This would require a total intersection and signal reconstruction. In other words, the existing diagonal span wire signal should be replaced with two new dual signal mast arm poles. New signal design will take into account future widening of Peachland Boulevard roadway, which is planned for widening from two-lane to four-lane configuration, so there is no throwaway. Substandard intersection lighting should be upgraded.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Peachland Boulevard is a County road with a posted speed limit of 35 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Peachland Boulevard is planned to be widened from a two- to four-lane divided roadway from Harbor Boulevard to Cochran Boulevard, which is funded for PD&E, Preliminary Engineering (PE), right of way, and construction. A 10-foot shared use path (bicycle/pedestrian facilities) is also planned between the same limits. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the future needs/growth of this community and what roadway and intersection improvements may be embraced. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets Initiative could be implemented to accommodate other modes of transportation such as bicycles, pedestrians, and transit. Based on available/planned right of way acquisition, the first step is provide a roadway typical section along Veterans Boulevard to include roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). Since the existing posted limit is 35 MPH, this would be a great candidate to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening (2025) and design years (2045), a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent network of intersections along Peachland Boulevard. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment (from operations and safety standpoint) for the subject intersection at Harbor Boulevard, and look at other measures such as a roundabout with a 2 x 1 lane configuration (two lanes along Peachland Boulevard and one lane along Harbor Boulevard), keeping in mind that Peachland Boulevard will be widened in the future. The intent of this design is to avoid any throwaway.

D5. VETERANS BOULEVARD AT COCHRAN BOULEVARD

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes east and westbound right-turn lanes on Veterans Boulevard and a northbound right-turn lane on Cochran Boulevard. The design would include channelized free flow right-turns with a new island in the southwest, northeast, and southeast corners. We can use the existing mast arm signal poles (southwest, northeast, and southeast corners) with no need to include any additional signal heads. It is desirable to consider dedicated receiving lanes to avoid conflict with westbound and eastbound left-turning movements. Impacts to existing utilities and drainage needs to be evaluated. Right of way availability/acquisition is the first step in this process along with determining impacts to other roadside elements such as utilities, drainage, etc.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this community and what roadway and intersection improvements may

be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate other modes of transportation such as bicycles, pedestrians, and transit. Based on available/future right of way acquisition, the first step is provide a roadway typical section along the Veterans Boulevard to include roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps, and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks etc.). A speed study would be needed to determine if posted speed could be reduced to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening and design years, a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent intersections along Veterans Boulevard. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment (from operations and safety standpoint) for the subject intersection at Cochran Boulevard, and look at other measures such as a roundabout with a 2 x 1 lane configuration (two lanes along Veterans Boulevard and one lane along Cochran Boulevard), traffic signal, etc.

D6. VETERANS BOULEVARD AT ATWATER STREET

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes dedicated east and westbound right-turn lanes on Veterans Boulevard. The design would include channelized free flow right-turns with a new island in the northeast and southwest corners. We can use the existing mast arm signal poles with no need for additional signal heads. It is desirable to consider dedicated receiving lanes to avoid conflict with westbound and eastbound left-turning movements. Impacts to existing utilities and drainage needs to be evaluated. Right of way availability/acquisition is the first step in the process. There is a closely spaced intersection at Bachmann Boulevard (100 feet) violating access management requirements and could be converted to right in right out to minimize conflicting movements. This would restrict left in and left out movements and would need further discussion for alternative treatments from an access management standpoint with the County.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this neighborhood and what roadway and intersection improvements may be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate all modes of transportation such as bicycles, pedestrians, and transit, in addition to automobiles. Based on available/future right of way acquisition, the first step is to provide a roadway typical section along the Veterans Boulevard to include right of way, roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). A speed study would be needed to determine if the posted speed could be reduced to implement complete streets initiatives, to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening (2025) and design years (2045), a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent Veterans Boulevard intersections. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment (from operations and safety standpoint) for the subject intersection at Atwater Street, and look at other measures such as a roundabout with a 2 x 1 lane configuration (two lanes along Veterans Boulevard and one lane along Atwater Street), signal, etc.

D7. VETERANS BOULEVARD AT YORKSHIRE STREET

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes dedicated eastbound and westbound right-turn lanes on Veterans Boulevard. This intersection is currently operating as an unsignalized T-intersection with future improvements to make it a four-legged intersection. The proposed westbound right-turn lane is for future expansion. Eastbound right-turns could be designed to merge into the single receiving lane due to its proximity with the adjacent closely spaced intersection at Bachmann Boulevard (approximately 100 feet apart), which violates access management requirements. These closely spaced elements do not meet access management criteria and will be further coordinated with the access management committee from a safety and operational standpoint. Turn lane storage lengths will be designed to accommodate 2040 forecasted peak hour turning volumes. To enhance safety at these closely spaced intersections, advance hidden intersection warning signs (with LED flashing border) will be installed. We would also provide LED intersection lighting to enhance nighttime visibility.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure, so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this community and what roadway and intersection improvements may be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate other modes of transportation such as bicycles, pedestrians, and transit. Based on available/future right of way acquisition, the first step is provide a roadway typical section along the Veterans Boulevard to include roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps, and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). A speed study would be needed to determine if posted speed could be reduced to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening (2025) and design (2040) years, a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent intersections along Veterans Boulevard. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment from operations and safety standpoint, such as stop control (two way, all way), roundabout (one lane, two-lane), signal, unsignalized two-way stop control, etc.

D8. VETERANS BOULEVARD AT HARBOR BOULEVARD

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes dedicated eastbound and westbound right-turn lanes on Veterans Boulevard. This is currently operating as an unsignalized T-intersection with future improvements to make it a four-legged intersection. The proposed westbound right-lane is for future expansion. Eastbound right-turns could be designed to merge into the single receiving lane due to its proximity with the adjacent closely spaced intersection at Bachmann Boulevard (approximately 100 feet apart), violating access management requirements. These closely spaced elements do not meet access management criteria and will be further coordinated with the access management committee from a safety and operational standpoint. Turn lane storage lengths will be designed to accommodate 2040 forecasted peak hour turning volumes. To enhance safety at these closely spaced intersections, advance hidden intersection warning signs with LED flashing border will be installed. We would also provide LED intersection lighting to enhance nighttime visibility.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this neighborhood and what roadway and intersection improvements may be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate other modes of transportation such bicycles, pedestrians, and transit. Based on available/future right of way acquisition, the first step is provide a roadway typical section along the Veterans Boulevard to include roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps, and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). A speed study would be needed to determine if posted speed could be reduced to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening and design years, a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent intersections along Veterans Boulevard. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment from operations and safety standpoint such as stop control (two-way, all way), roundabout (one lane, two-lane), signal, unsignalized two-way stop control, etc.

D9. VETERANS BOULEVARD AT ORLANDO BOULEVARD

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

Scope document indicates to include east and westbound right-turn lanes on Veterans Boulevard at this unsignalized four-legged intersection. Addendum drawing includes only an eastbound right-turn lane. Westbound right-turn lane would need a receiving lane. Eastbound right-turn may encroach into existing retention pond located in the southwest corner and right of way and pond redesign needs to be evaluated. Existing guard rail and light poles/conduit/circuitry would require relocation. Eastbound right-turns could be designed to include a dedicated receiving lane to avoid conflict with westbound left-turning traffic. Turn lane storage lengths will be designed to accommodate 2040 forecasted peak hour turning volumes. With the lane additions, lighting photometrics at the intersection needs to be evaluated to enhance nighttime visibility

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this neighborhood and what roadway and intersection improvements may be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate other modes of transportation such as bicycles, pedestrians, and transit. Based on available/future right of way acquisition, the first step is provide a roadway typical section along the Veterans Boulevard to include right of way, roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps, and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). A speed study would be needed to determine if posted speed could be reduced to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening (2025) and design (2040) years, a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent intersections along Veterans Boulevard. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment from operations and safety standpoint, such as stop control (two-way, all way), roundabout (one lane, two-lane), signal, and two-way stop control, etc. For Orlando Boulevard, bicycles sharing roadway signs, along with shared lane markings could be included.

D10. VETERANS BOULEVARD AT TORRINGTON STREET

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes east and westbound right-turn lanes on Veterans Boulevard at this four-legged unsignalized intersection. The figure in addendum #1 includes only an eastbound right-turn lane. A westbound right-turn lane would need a receiving lane. An eastbound right-turn may encroach into existing retention pond located in the southwest corner. Right of way and pond redesign needs to be evaluated. Existing guard rail and light poles/conduit/circuitry would require relocation. Eastbound right-turns could be designed to merge into the single receiving lane due to its proximity with the adjacent closely spaced intersection Ranger Avenue (approximately 200 feet apart), which violates access management requirements. These closely spaced elements do not meet access management criteria and will be further coordinated with the access management committee from a safety and operational standpoint. Turn lane storage lengths will be designed to accommodate 2040 forecasted peak hour turning volumes. To enhance safety at these closely spaced intersections, advance hidden intersection warning signs with LED flashing border will be installed. With the lane additions, lighting photometrics at the intersection needs to be evaluated to enhance nighttime visibility.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this community and what roadway and intersection improvements may be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate other modes of transportation such bicycles, pedestrians, and transit. Based on available/future right of way acquisition, the first step is provide a roadway typical section along the Veterans Boulevard to include roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps, and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). A speed study would be needed to determine if posted speed could be reduced to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening and design years, a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent intersections along Veterans Boulevard. An Intersection Control Evaluation will be completed to determine the optimal intersection treatment from operations and safety standpoint, such as stop control (two-way, all way), roundabout (one lane, two-lane), signal, two-way stop control, etc. For Torrington Street, bicycles sharing roadway signs along with shared lane markings could be included.

D11. VETERANS BOULEVARD AT LOVELAND BOULEVARD

DESIGN ALTERNATIVE #1: WORK ELEMENTS AS DEFINED IN SCOPE

The scope includes an eastbound right-turn lane on Veterans Boulevard at Loveland Boulevard intersection (currently unsignalized with a right in right out configuration). The existing single receiving lane can remain. Eastbound right-turns could be designed to merge into the single receiving lane due to its proximity with the adjacent closely spaced intersection, Moreland Avenue (approximately 150 feet apart) and a residential driveway approximately 30 feet from Veterans curb return. These closely spaced elements do not meet access management criteria and will be further coordinated with the access management committee from a safety and operational standpoint. The geometrical impacts to residential driveway will be evaluated using AutoTurn software with the design vehicle turning radii. Coordination will be done early in the design phase with regard to right of way availability and any right of way purchase from home owner. Pole mount light pole will be impacted with turn lane storage. With the lane addition, lighting photometrics at the intersection needs to be evaluated to enhance nighttime visibility.

DESIGN ALTERNATIVE #2: INNOVATIVE CONCEPT

Veterans Boulevard is a County road with a posted speed limit of 55 MPH. Per the 2040 Charlotte County-Punta Gorda Long Range Transportation Plan, Veterans is planned to be widened from a four- to six-lane divided roadway from Murdock Circle to Hillsborough Boulevard, with PD&E phase in year 2031. A holistic approach is needed, keeping in mind 2040 traffic capacity needs, while making improvements at individual intersections as a short-term measure so there is no throwaway when the roadway is widened ultimately. Prior to design, a meeting is required with the County and MPO staff to determine the needs/future growth of this community and what roadway and intersection improvements may be embraced by the community. Given that the land use is predominantly residential with entertainment, restaurants, government offices, and educational institutions, a context sensitive complete streets initiative could be implemented to accommodate other modes of transportation such bicycles, pedestrians, and transit. Based on available/future right of way acquisition, the first step is provide a roadway typical section along the Veterans Boulevard to include right of way, roadway/lane width (number of lanes), median width, dedicated buffered bicycle lanes (green bicycle lanes), on street parking, bus stops, ADA compliant pedestrian ramps, and other streetscaping (landscaping, decorative lighting, sidewalks/benches, brick paver crosswalks, etc.). A speed study would be needed to determine if posted speed could be reduced to implement complete streets initiatives to get people out of their cars to choose other modes of transportation. To analyze peak hour traffic volumes for opening and design years, a macroscopic Synchro analysis and microscopic VISSIM analysis will need to be evaluated for the street and intersection network encompassing the adjacent intersections along Veterans Boulevard. At the subject intersection, we do not anticipate including a roundabout, and leave it as a stop controlled intersection with complete street initiatives implemented along Veterans Boulevard. For Loveland Boulevard, bicycles sharing roadway signs along with shared lane markings could be included.

VII. SIMILAR PROJECTS

VII. PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS

A. SIMILAR PROJECTS DONE BY THE PROPOSED TEAM

The projects described in this section include similar projects and also CES/American's experience successfully completing projects that had design challenges, right of way issues, and construction issues. As demonstrated throughout our proposal, CES/American is always willing to go the extra mile to make sure the County is getting the best alternative for every dollar spent as we have demonstrated time and again during our 20-plus years working with Charlotte County. If we are selected for this intersection improvements contract, CES/American is prepared to begin work immediately and can successfully accommodate any kind of schedule and challenge that arises.

CES/American is currently involved with a similar contract for Hillsborough County. We are assisting the County with the evaluation, planning, design, right of way issues, and post-design services of 23 intersection improvements. These improvements include turn lanes, upgrading pedestrian facilities, access management modification, permitting, and utility coordination. We will use our experience on this contract along with many of our previous similar contracts to navigate this Charlotte County intersection improvements contract and provide the quality design the County has come to expect from CES/American.

CES/American is very capable and experienced in successfully completing projects with design challenges. We completed a fast-tracked PD&E study for SR 60 (Courtney Campbell Causeway) Multi-Use Trail in Clearwater. This fast-tracked PD&E study was for a new trail along the causeway with two bridge crossings over Old Tampa Bay. The study involved close coordination with MPOs in two counties and the Courtney Campbell Scenic Highway Committee. American brought this study from start to public hearing in four months, as the District was able to secure federal funding for a design-build project of the eastern segment.

CES/American provided Charlotte County with the redesign and CEI for the Coral Creek Bridge Replacement. We were responsible for the review of shop drawings, responding to RFIs, and daily resident on-site inspection. CES/American also completed redesigns for retaining walls at the bridge abutments which resulted in a cost savings to Charlotte County. A redesign of the parking lot, reconfiguration of a pond and other drainage adjustments were also completed.

Another example of our success was a LAP project for the City of North Port that consisted of adding a right-turn on US 41 at Sumter Boulevard. CES/American completed the project on time and under budget. Work included construction of the right-turn lane, minor ditch regrading, relocating light poles, and obtaining a SWFWMD permit exemption. We worked closely with FDOT District One to make sure submittals included the appropriate documentation and ERC comments were addressed promptly.

Another design challenge that we turned around was on our I-75/I-4 Interchange project. We were a subconsultant on the team and added to late in the project where we had to completely design the bridges from the BDR to Final Plan stage within 12 months in order to prevent the District from missing their letting date.

VIII. EXPERIENCE/CAPABILITIES

A. VALUE ENGINEERING

We have several staff members that have formal training and experience in the value engineering (VE) methodology and actual value engineering studies. Our staff members have been involved in more than 60 VE studies throughout the United States, including Coral Creek Bridge for Charlotte County. Cumulatively, the VE studies that our staff has participated in identified over $600 million of savings of which over 85% was incorporated into the final design.

CES/American approaches each project using VE methodology at the concept development stage. Early in the plan development process, the design team and staff members with VE experience meet for a brainstorming session where they identify creative ideas to reduce costs and/or to include "value added" features to the project without diminishing the essential functions. After the brainstorming session, the design team evaluates the ideas and implements those that are feasible into the design.

Our most recent VE tasks within Charlotte County included a re-design for the Coral Creek Bridge retaining walls while it was being replaced. Since the bridge was already under construction, a quick turnaround was necessary on the construction plans for the retaining walls.

B. CRITICAL PATH METHOD

Developing a detailed project design schedule will be one of the first activities we will undertake in close coordination with the County. Our detailed schedule will include all of the major and minor tasks for design, permit, and utility coordination; milestone dates; interconnections between activities/disciplines; and will clearly show the critical path. Our project manager, Ryan Forrestel, PE, will develop the schedule with input from all discipline leaders and project partners to ensure that it is realistic and attainable. Once completed, Ryan will review the schedule with the County Project Manager for concurrence. Once approved, the detailed schedule will be reviewed in the regular team project meetings. Each month, the percent complete will be updated with special attention being given to critical path activities. It will be updated monthly (or more frequently if necessary) and submitted with progress reports to the County Project Manager, if requested.

CES/American's design process and use of the above scheduling tools give us the ability to meet or exceed our project schedules, which can be seen in our recent experience on the FDOT I-75/SR 56 Diverging Diamond Interchange (DDI) project for District Seven. CES/American served as the prime and was tasked with completing the project under an accelerated schedule. We successfully completed the design of the interchange from initial concept to final plan stage within 13 months in order to help the District to advance this much needed project into construction two years sooner than originally anticipated. CES/American is always willing to go the extra mile and will strive to ensure Charlotte County receives the best alternative for every dollar spent. If we are selected for this contract, CES/American is prepared to begin work immediately and can successfully accommodate the needs set forth by the County.

C. FAST-TRACK CONSTRUCTION

Design-build is normally a faster delivery system than the typical design-bid-build process, but is not appropriate for every project. CES/American has been involved in more than 30 design-build projects as either the design team member or the author of the Request For Proposal (RFP). Design-build projects allow contractors to initiate specialized VE ideas based on their expertise in particular building techniques, which can result in significant cost savings.

D. ENVIRONMENTAL ASSESSMENT

Consultant's face an increasing challenge to produce environmentally conscious designs that meet communities' transportation needs yet minimize and mediate any impacts to the environment. From collecting engineering data, to delineating wetlands, observing species or recording noise readings, CES/American is experienced in all aspects of the environmental field. We can provide on demand technical and field support for environmental resource management, environmental monitoring, environmental resource permits, and mitigation plans and production.

American has extensive experience with permitting and regulatory agencies. Experience has shown that environmental permitting can be one of the biggest challenges in timing for projects. Our staff of professionals understands this and takes a proactive approach to review the potential for these issues early in a schedule and has consistently received permits on, or ahead, of schedule. The nature of the services that we provide requires that we coordinate with regulatory and permitting agencies on a constant basis so it is vital that we are extremely familiar with this process.

E. SPECIALIZED EXPERIENCE

Our experienced staff have designed many roadway and intersection improvements, highways, complete streets, bicycle and pedestrian facility projects, sidewalks, multi-use trails, pedestrian bridges, bicycle lanes, and boardwalks. We have worked on these projects in various environments—residential, urban, state parks, and environmentally sensitive areas. Our firm's experience includes a very similar contract for Pasco and Hillsborough Counties, which includes multiple intersections that required improvements. Our specialized experience includes innovative intersections such as diverging diamond interchanges, superstreets, CFIs, and roundabouts.

IX. VOLUME OF WORK

IX. VOLUME OF WORK

CES/American currently has 11 projects under contract with Charlotte County as shown on our Proposal Submittal Signature form. Our firm's total payments received from the County within 24 months is also included on our Proposal Submittal Signature form located in the required forms section.

X. LITIGATION

X. LITIGATION

There has been no litigation against CES/American by any of our clients. CES/American has not failed to complete any work proposed to the organization in the last five years. Neither CES/American nor any of the officers or partners of the firm have failed to complete a contract handled in his/her name within the last five years.

The CES/American team has all of the required insurance coverage required the County's RFP and can furnish an insurance certificate upon notice to proceed.

XI. MINORITY BUSINESS

XI. MINORITY BUSINESS

CES/American is a not Minority Business Enterprise firm. However, we maintain an affirmative action plan for the purpose of maintaining our commitment to equal employment and promotional opportunity with the minority workforce population and the utilization of minority professional firms, consultants, and suppliers.

CES/American is pleased to complement our team with the inclusion of **Hyatt Survey Services, Inc.**, a SBE/WBE certified firm, who will provide surveying services for our team.

XII. REQUIRED FORMS

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1. Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
Ryan Forrestel, PE, Project Manager	42	Wesley Chapel, FL	Wesley Chapel, FL	Tampa, FL
Scott Korpi, PE, SE, PEng, Principal-in-Charge	30	Wesley Chapel, FL	Wesley Chapel, FL	Land O Lakes, FL
Christopher O'Reilly, PE, QA/QC Reviewer	33	West Palm Beach, FL	West Palm Beach, FL	Wellington, FL
Danielle Intriago, PE, Deputy PM/Roadway Engineer	12	Wesley Chapel, FL	Wesley Chapel, FL	Welsey Chapel, FL
Adam Perez, PE, Roadway Engineer	23	Wesley Chapel, FL	Wesley Chapel, FL	Zephyrhills, FL
Bill Adams, PE, Drainage Engineer	23	West Palm Beach, FL	West Palm Beach, FL	Wellington, FL
Mohan Gopalakrishna, PE, PTOE, Sr Traffic Engineer	27	West Palm Beach, FL	West Palm Beach, FL	Wellington, FL
Christopher Salicco, Environmental Scientist	14	Wesley Chapel, FL	Wesley Chapel, FL	Seffner, FL
Chuck Koons, PE, Project Advisor	42	Port Charlotte, FL	Port Charlotte, FL	Venice, FL

2.	Magnitude of Company Operations	
	A) Total professional services fees received within last 12 months:	$ 17,815,644
	B) Number of similar projects started within last 12 months:	1
	C) Largest single project to date:	$ 13,748,494

3.	Magnitude of Charlotte County Projects	
	A) Number of current or scheduled County Projects	11
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).	$ 941,936

4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided
	Weiler Engineering Corp	Punta Gorda, FL	5%	utility design and coordination
	Universal Engineering Scienc	Sarasota, FL	2%	geotechnical services
	Hyatt Survey Services, Inc.	Bradenton, FL	5%	surveying services
	Florida Acquisition & Apprais	Tampa, FL	1%	property acquisition

5. Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also, include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.

Firm N/A	Address N/A
Phone # N/A	Contact Name N/A
Start Date N/A	Ending Date N/A
Project Name/Description N/A	

NAME OF FIRM CES/American

(This form must be completed and returned)

6. **Minority Business:** Yes _____ No ✓
The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.
Comments or Additional Information:

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 3/4/19 Addendum No._____ Dated_____ Addendum No._____ Dated_____

Addendum No._____ Dated_____ Addendum No._____ Dated_____ Addendum No._____ Dated_____

Type of Organization (please check one):

INDIVIDUAL (_)
PARTNERSHIP (_)
CORPORATION (_)
JOINT VENTURE (_)
Limited Liability Company (✓)

CES/American
Firm Name

813-435-2600
Telephone

813-435-2601
Fax

CES/American
Fictitious or d/b/a Name

59-1938257
Federal Employer Identification Number (FEIN)

2818 Cypress Ridge Boulevard, Suite 200
Home Office Address

Wesley Chapel, Florida 33544
City, State, Zip

39
Number of Years in Business

1700 El Jobean Road, Port Charlotte, Florida 33948
Address: Office Servicing Charlotte County, other than above

Ryan Forrestel, PE, Project Manager
Name/Title of your Charlotte County Rep.

813-435-2648
Telephone

813-435-2601
Fax

Ryan Forrestel, PE, Project Manager
Name/Title of Individual Binding Firm (Please Print)

Ryan Forrestel
Signature of Individual Binding Firm

3/18/19
Date

rforrestel@acp-fl.com
Email Address

(This form must be completed & returned)

AFFIDAVIT

Proposer affirms that information provided as it relates to Location & Facilities of Working Office is true and meets the definition and criteria as defined below:

Local office means the company has a valid Business Tax License issued by Charlotte County, Sarasota County or DeSoto County for at least 6 months prior to the proposal submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the company operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a company shall not be considered having a "Local Office" unless it contributes to the economic development and well-being of Charlotte County, Sarasota County or DeSoto County in a verifiable and measurable way (as identified by the criteria below). Also, companies must demonstrate and document the in-County/in-office capability and availability of the personnel working in the local office and the type of services performed at this location that is pertinent to the type of project. Companies shall affirm in writing their compliance with the foregoing at the time of submitting their proposal to be eligible for consideration as having a "Local Office". A company who misrepresents the local preference status of its company in a proposal to the County will lose the privilege to claim local preference for a one year period.

Please identify below by placing a checkmark next to the appropriate criteria and related points. Also, provide any documentation that substantiates the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the proposer's submission being deemed non-responsive.

Location & Facilities of Working Office:

Length of time "Local Office" established:

✓ Local Office has been established more than 3 years	15 Points
__ Local Office has been established between 1 to 3 years	10 Points
__ Local Office has been established between 6 months to 1 year	5 Points
__ Local Office has been established less than 6 months	0 Points

Location of "Local Office":

__ Headquarters located within the boundaries of Charlotte, Sarasota, or DeSoto County	20 Points
✓ Satellite office located within the boundaries of Charlotte, Sarasota, or DeSoto County	15 Points
__ No local office presence	0 Points

Residencies of personnel which live in Charlotte, Sarasota or DeSoto County and are employed with the Prime Firm's Office; the Prime Firm's Office is defined as the office performing the services for this project:

__ 50 % or more live in Charlotte, Sarasota or DeSoto County *	5 Points
__ 25 % to 49 % live in Charlotte, Sarasota or DeSoto County *	3 Points
✓ Up to 25 % live in Charlotte, Sarasota or DeSoto County *	2 Points
__ None of the personnel live in Charlotte, Sarasota or DeSoto County	0 Points

*Personnel Affidavit attached to be completed by each person living in Charlotte, Sarasota or DeSoto County.

NAME OF FIRM CES/American

(This form must be completed and returned)

Affidavit Cont'd:

Use of Local Sub-Consultants (Sub-Consultants meeting "Local Office" definition):

✓ Local Sub-Consultants on team with Prime — 10 Points
__ Local Prime is performing all services in-house — 10 Points
__ No local Sub-Consultants on team — 0 Points

Sub-Consultant Name: Universal Engineering Sciences, Inc.

Address: 1848 Independence Blvd # B1, Sarasota, FL 34234

****

Company Name: CES/American

Signature: [signature]

Title: Principal

Year Business Established: 1979 Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of Pasco

Sworn to and subscribed before me, a Notary Public, for the above State and County on this 18 Day of March, 2019.

[signature] December 7, 2020
Notary Public Commission Expiration

NOTARY PUBLIC STATE OF FLORIDA
AMANDA SUHRE
MY COMMISSION # GG 053545
EXPIRES: December 7, 2020
Bonded Thru Budget Notary Services

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

(This form must be completed & returned)

Affidavit Cont'd:

Use of Local Sub-Consultants (Sub-Consultants meeting "Local Office" definition):

✓ Local Sub-Consultants on team with Prime	10 Points
__ Local Prime is performing all services in-house	10 Points
__ No local Sub-Consultants on team	0 Points

Sub-Consultant Name: Weiler Engineering Corp.

Address: 201 W. Marion Avenue, Ste 1306, Punta Gorda, Fl 33950

****

Company Name: CES/American

Signature: [signature]

Title: Principal

Year Business Established: 1979 Circle the appropriate County: (Charlotte) DeSoto Sarasota

State of Florida
County of Pasco

Sworn to and subscribed before me, a Notary Public, for the above State and County on this 18 Day of March, 2019.

[signature] December 7, 2020
Notary Public Commission Expiration

NOTARY PUBLIC STATE OF FLORIDA
AMANDA SUHRE
MY COMMISSION # GG 053545
EXPIRES: December 7, 2020
Bonded Thru Budget Notary Services

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

(This form must be completed & returned)

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: CES/American

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Frederick L. Smith

Signature:

Title: Senior Designer

WITNESSES:

Signed By: Dana Hilton

Print Name: Dana Hilton

Date: 3/15/19

Signed By: Amanda Sohre

Print Name: Amanda Sohre

Date: 3/15/19

PERSONNEL AFFIDAVIT

The undersigned affiant says as an employee of the proposer listed below that "I live within the boundaries of Charlotte County, Sarasota County or Desoto County".

Proposer / Company Name: CES/American

Request for Proposal Number: 2019000279

Title of Project: Design Components - Intersection Improvements

Circle the appropriate County: Charlotte DeSoto Sarasota

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

Employee Name: Chuck Koons, PE

Signature: Chuck E Koons

Title: Project Advisor

WITNESSES:

Signed By: Veronica M Skeling

Print Name: Veronica M. Skeling

Date: 3/15/19

Signed By: _____

Print Name: _____

Date: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that CES/American (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Ryan Forrestal
Proposer's Signature

3/18/19
Date

END OF PART IV

(This form must be completed & returned)

FY2019 Capital Improvements Budget / FY 2019 - FY 2024 Project Detail — **Project No. c411620**

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 3.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve Amendment #2 to Contract #17-414 South Gulf Cove Lock Assessment and Repair with Electro Hydraulic Machinery, Inc. for additional repairs and parts replacement in the amount of $8,577.11; and
b) Authorize the Chairman to sign Amendment #2 to the Contract for the repair phase of the South Gulf Cove Lock Assessment and Repair.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in South Gulf Cove Waterway MSBU as approved in the FY19 budget process. Funding is supplied from assessments in South Gulf Cove Waterway MSBU.

Financial Impact Summary Statement
Funding is supplied from assessments in South Gulf Cove Waterway MSBU.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On November 14, 2017, the BCC approved the ranking and negotiations for the South Gulf Cove Lock Assessment and Repair with Electro Hydraulic Machinery, Inc. to provide a professional assessment, review, and repair of the electrical, mechanical and hydraulic components at the South Gulf Cove Lock, Cattle Dock Point Road, Myakka River/Charlotte Harbor, Florida. Services were conducted in two (2) phases, assessment and repairs. On May 22, 2018, Amendment #1 was approved for Phase II, the repair phase, to Electro Hydraulic Machinery, Inc. to complete the project.

This Amendment #2 is for additional work which became necessary to meet electrical/NEC fire code regulations and have an electrical disconnect on the outside of the building so that electrical power can be turned off in the event of a fire inside the building.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Amendment_#2_-_17-414.pdf	Amendment #2 - 17-414	4/18/2019	Contract
17-414_SouthGulfCoveLockAssessment_Repair_Phase_1.pdf	Contract	5/3/2018	Backup Material
17-414_Executed_Amendment_#1_Contract_No._2017000414_Phase2SouthGulfCoveLockAssessment_Repair.pdf	Executed Amendment #1 17-414	4/9/2019	Backup Material

AMENDMENT #2 TO
CONTRACT NO. 2017000414
BETWEEN CHARLOTTE COUNTY
AND
ELECTRO HYDRAULIC MACHINERY CO.
FOR
SOUTH GULF COVE LOCK ASSESSMENT AND REPAIR – PHASE 2

THIS AMENDMENT #2 to Contract No. 2017000414 is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and ELECTRO HYDRAULIC MACHINERY CO., 2501 John P. Lyons Lane, Pembroke Park, Florida 33009 (hereinafter the "Contractor").

WHEREAS, on January 23, 2018, the parties entered into Contract No. 2017000414 (the "Contract"), to provide professional assessment, review and repair of the electrical, mechanical and hydraulic components of the South Gulf Cove Lock on the Myakka River in Charlotte County, Florida (the "Project"); and

WHEREAS, on June 18, 2018, the parties entered into Amendment #1 to Contract No. 2017000414 (the "Contract), to provide Phase 2 repair services; and

WHEREAS, the parties now wish to amend the Contract to provide additional Phase 2 repair services; and

WHEREAS, the Contractor has been providing, and is capable of continuing to provide, the necessary Project services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Contractor agree to amend the Contract as follows.

ARTICLE I
COMPENSATION / SERVICES

1.1. The following provisions of this Amendment #2, and the Exhibit attached hereto, are specifically incorporated into and made a part of the Contract.

1.2. The Scope of Services for Phase 2 of the Project – is hereby amended and the Contractor shall provide the additional repair services described in the Scope of Services, **Exhibit A.**

1.3. The Contractor shall perform these additional services within the time established in Amendment #1 for completion.

1.4. The County shall pay the Contractor for these services an amount not to exceed Eight Thousand Five Hundred Seventy-Seven Dollars and Eleven Cents ($8577.11) as described in **Exhibit A** attached, for this additional repair work.

ARTICLE II
MISCELLANEOUS

2.1. The effective date of this Amendment is the date on which it is signed by both parties.

2.2. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Contract.

2.3. All other provisions of the Contact not in conflict with this Amendment shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates written below.

ELECTRO HYDRAULIC MACHINERY CO.

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By:_____
Deputy Clerk

By:_____
Kenneth W. Doherty, Chairman

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR19-0312 _____

Exhibit "A"

Electro Hydraulic Machinery Company

REQUEST FOR CONTRACT MODIFICATION 4/9/2019

Project South Gulf Cove Lock Rehabilitations

CONTRACT NO. 85-8012507862C-4

DESCRIPTION: Request to modify Contract to include additional work completed at the South Gulf Cove Navigational Boat Lock. Work consisted of furnish and installation of a safety disconnect switch between the incoming power service and the main disconnect.

ENTITLEMENT: This work became necessary to meet electrical/NEC fire code regulations to have an electrical disconnect on the outside of the building such that electrical power can be turned off in the event of a fire inside the building.

COST SUMMARY

1.	Direct Materials and Supplies		$1,899.85	
2.	Sales Tax on Materials and Supplies	0.00% of line 1	$0.00	
3.	SUBTOTAL (add lines 1 - 2)		$1,899.85	
4.	Material and Supplies Mark-up	17.50% of line 3	$332.47	
5.	**TOTAL FOR MATERIALS AND SUPPLIES (add lines 3-4)**			$2,232.32
6.	Direct Labor		$87.50	
7.	Overhead, Insurance, Taxes and Fringe Benefits	55.00% of line 6	$48.13	
8.	SUBTOTAL (add lines 6-7)		$135.63	
9.	Labor Mark-up	17.50% of line 6	$15.31	
10.	**TOTAL FOR LABOR (add lines 8-9)**			$150.94
11.	Warranty		$1,987.35	
12.	Warranty Mark-up	of line 11	$0.00	
13.	TOTAL FOR WARRANTY (line 12)			$0.00
14.	Subcontractor Work		$5,630.77	
15.	Subcontractor Mark-up (on first $50,000)	5.00% of line 14	$563.08	
16.	Subcontractor Mark-up (over first $50,000)	5.00% of line 14	$0.00	
17.	TOTAL FOR SUBCONTRACT WORK (add lines 14-16)			$6,193.85

TOTAL COST WITH BOND

18.	EHM Work (add lines 5, 10 & 13)		$2,383.26	
19.	Subcontractor's Work (line 17)		$6,193.85	
20.	SUBTOTAL (add 18-19)		$8,577.11	
21.	Bond Premium	0.00% of line 20	$0.00	
22.	Hurricane Assessment Tax for Florida Bonds	0.00% of line 20	$0.00	
23.	TOTAL COST (add lines 20-22)			$8,577.11

Estimated time extension and justification:

Prime Contractor:
EHM Company
Sub-Contractor:
Quality Electric

Signature & Title of Preparer
Electro Hydraulic Machinery Company
Michael Hanley Date: 04/09/19

Attachment (1)

CONTRACT NO. 2017000414
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
ELECTRO HYDRAULIC MACHINERY CO.
for
SOUTH GULF COVE LOCK ASSESSMENT AND REPAIR – PHASE 1

THIS AGREEMENT is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County," and ELECTRO HYDRAULIC MACHINERY CO., 2501 John P. Lyons Lane, Pembroke Park, Florida 33009, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Contractor to provide professional assessment, review and repair of the electrical, mechanical and hydraulic components of the South Gulf Cove Lock on the Myakka River in Charlotte County, Florida (the "Project"); and

WHEREAS, the County has determined that these services are best accomplished in two phases: Phase 1 – Evaluation, and Phase 2 - Repair; and

WHEREAS, the Contractor has reviewed RFP No. 2017000414 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection and negotiation process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Contractor for the rendering of those Phase 1 services described in the RFP and the Scope of Services – Phase 1 attached hereto.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2017000414, consisting of pages 1 through and including 19, with attached map, issued by the County on August 15, 2017, Addenda # 1 to RFP 2017000414 issued by the County on September 5, 2017; Addenda # 2 to RFP No. 2017000414, issued by the County on September 5, 2017; Addenda #3 to RFP No. 2017000414, issued by the County on September 13, 2017; and the Proposal submitted by Contractor dated September 21, 2017; all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2017000414, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) This Agreement, including all Exhibits hereto;

2) RFP No. 2017000414 including Addenda #1, 2 and 3;

3) The Proposal submitted by Contractor dated September 21, 2017.

ARTICLE 2.
CONTRACTOR'S SCOPE OF SERVICES

2.1. Contractor agrees to perform all the services and provide all the materials for Phase 1 of the Project described in the Bid Price and Letter of Scope ("Scope of Services – Phase 1") attached hereto as **Exhibit A,** which is incorporated herein by reference and made part of this Contract.

2.2. Contractor agrees to provide its services and materials in the times specified for performance contained in **Exhibit A**. The Contractor shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement, from any cause whatsoever, and the Contractor expressly acknowledges and agrees that it shall receive no damages for suspensions, hindrances or delays. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Contractor to perform Phase 2 services related to the Project, the parties shall enter into an amendment to this Agreement to provide for the provision of such Phase 2 services by Contractor and payment therefore by County.

2.4. The County agrees to waive the requirements in RFP 2017000414, RP-14.A.4 and 5, requiring the Contractor and any subcontractors to carry Professional Liability (Errors and Omissions Liability) Insurance for the Project.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICES

3.1. County shall pay Contractor for those tasks listed in the Scope of Services, **Exhibit A**, actually performed by Contractor, based on the percent of completion of the tasks as set forth in **Exhibit A**. The total payment to Contractor shall not exceed Nineteen Thousand Eight Hundred $19,876.00 during the term of this Agreement.

3.2. Payment for services rendered by Contractor shall be made on a monthly basis based on **Exhibit A**, and shall be subject to review and approval by the County Director of Public Works or his or her designee.

3.3. Contractor shall submit all billings for payment on a monthly basis to the County Purchasing Division for processing.

3.4. Contractor acknowledges that each billing must be reviewed and approved by the County Director of Public Works or his or her designee. Should the County Director of Public Works, or his or her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Contractor shall adjust billing accordingly. However, Contractor shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Contractor's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.
CONTRACTOR'S RESPONSIBILITIES

4.1. Contractor shall perform or furnish its services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing Contractor's profession. The same standards of care shall be required of any subcontractor or subcontractor engaged by Contractor.

4.2. Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subcontractor or subcontractor engaged by Contractor for one year after the completion of Contractor's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Contractor's services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

5.2. Contractor agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing COUNTY software and systems. It is anticipated that the software utilized will be run on windows based PC's and will consist of AutoCAD release 2007, ICPR, Microsoft Word 2010, Microsoft Excel 2010, Microsoft Project 2010, Microsoft PowerPoint 2010, and Adobe Reader 8.

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Contractor.

6.2. County shall furnish to Contractor, upon request of Contractor and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

ARTICLE 7.
TERM / TERMINATION

7.1.1. The Effective Date of this Agreement is the date on which it is fully executed by both parties.

7.1.2. This Agreement shall begin on the Effective Date and will remain in effect until all services required under this Agreement, and any amendments hereto, are completed to the County's satisfaction. Contractor's services shall be deemed complete when Contractor provides all products and services contained in **Exhibit A** and required under this Agreement and any amendments hereto, and the County accepts such products and services as satisfactory, unless otherwise terminated in accordance herewith.

7.1.3. The Contractor shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Contractor to extend the Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.2. The County shall have the right at any time upon thirty (30) calendar days written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Contractor, and the Contractor shall accept as full payment for its services, fees for all tasks completed or commenced (to the extent performed) in accordance with Scopes of Services.

7.3. If no work is performed within seven (7) days of a scheduled commencement date, unless otherwise approved by the County, then the County reserves the right to deem the Project abandoned. In the event that the Contractor has abandoned performance under this Agreement, then the County may terminate this

Agreement upon three (3) calendar day's written notice to the Contractor indicating its intention to terminate. The written notice shall state the evidence indicating the Contractor's abandonment. Payment for services performed prior to the Contractor's abandonment shall be as stated Section 3 and Subsection 7.2., above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

CONTRACTOR:		COUNTY:	
	Electro Hydraulic Machinery Co.		Purchasing Division
Name:	Michael Hanley Vice President	Name:	Kimberly A. Corbett Sr. Division Mgr.
Address:	2501 John P. Lyons Lane Pembroke ~~Pines~~ Park, FL 33009	Address:	18500 Murdock Circle, Ste. 344 Port Charlotte, FL 33948

8.2. Contractor shall immediately notify County of any changes in address.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subcontractors without written notice to and approval of such action by County.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the County and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral.

10.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The County has the right to enter into contracts with other Contractors for the provision of professional services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie, if in Circuit Court, in the Twentieth Judicial Circuit in and for Charlotte County, Florida, and if in federal court, in the U.S. District Court for the Middle District of Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

12.2. Neither the County nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or any of Contractor's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Contractor is, and shall at all times remain, as to the County, a wholly independent contractor and that Contractor's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Contractor's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Contractor shall notify the County and deliver to the County any records the County requests. Contractor shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Contractor and the subcontractor.

13.2 If the records are unavailable locally, it shall be the Contractor's responsibility to insure that all required records are provided at the Contractor's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

13.3. Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) 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 in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential 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; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 14.
INDEMNIFICATION

14.1. Up to the limits of the insurance policies required pursuant to RFP No. 2017000414, Section RP-14, Insurance Requirements, as applicable, the Contractor shall pay on behalf of or indemnify, defend and hold harmless the County, its Commissioners, officers, employees and agents from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Contractor or Contractor's officers, employees, agents, servants or subcontractors, if any, caused by the performance or failure to perform under the terms of this Agreement.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor or subcontractor or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

15.2. The Contractor shall incorporate the terms of paragraphs 15.1. into all contracts with subcontractors.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date(s) written below.

WITNESSES:

Signed By: Joan Hanley

Print Name: Joan Hanley

Date: 1-23-18

Signed By: Stephen Hanley

Print Name: Stephen Hanley

Date: 1-23-18

ELECTRO HYDRAULIC MACHINERY CO.

By: _____

Title: VP

Date: 1-23-18

ATTEST:
Roger D. Eaton, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Michelle DiBuaudiero
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chair

Date: 1/23/18

BOARD OF COUNTY COMMISSIONERS CHARLOTTE CO. FLA. SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 2017-0647 LAT

Exhibit List:
Exhibit A – Scope of Work – Phase 1

Exhibit "A"

Electro Hydraulic Machinery co.

Bid Price and Letter of Scope
South Gulf Cove Lock Repairs
Charlotte County, Florida

December 4, 2017

Pay Item #	Item Description	Qty.	Total Price
A	Phase 1 - Proposal	LS	$19,876.00

Furnish a detailed cost proposal to investigate the work required to rehabilitate the South Gulf Cove navigational boat lock as noted below.

Provide field inspection services at the boat lock for the following work items.

1. Evaluate electrical system including all conduit, wiring, and sealed junction boxes including sensors.
2. Evaluate sensor mounting and design better protection from boats.
3. Evaluate hydraulic lines for leaks and wear.
4. Evaluate hydraulic system, pumps, and tanks.
5. Evaluate hydraulic cylinders for repair or replacement to include paint bearings and all components.
6. Evaluate radio transmitter and manual controls for reliability and consistency
7. Evaluate electrical control system for functionality and reliability including computer programming and hardware.
8. Evaluate lock mechanical structures for proper operation (as possible from above waterline)
9. Evaluate environmental impact analysis of the proposed work to be completed.

Provide a detailed report of results from the field inspection
Provide cost estimates for any suggested rehabilitation/repair work
Provide a work schedule estimate for any suggested rehabilitation/repair work
This work could start at any time.
Work will be completed with 45 days of site visit.

Terms:
Payment terms per the contract
Prices quoted above are valid for 60 days
All field work includes Longshoreman's Harbor Liability insurance coverage
Delivery as required
All work to be done during normal work hours (overtime if negotiated)
Florida State Sales tax is included
Bonding Charges are included.

2501 John P Lyons Ln Pembroke Park, FL 33009 PH: 954-981-0023 FX: 954-981-4022
www.ehmcompany.com

AMENDMENT #1 TO
CONTRACT NO. 2017000414
BETWEEN CHARLOTTE COUNTY
AND
ELECTRO HYDRAULIC MACHINERY CO.
FOR
SOUTH GULF COVE LOCK ASSESSMENT AND REPAIR – PHASE 2

THIS AMENDMENT #1 to Contract No. 2017000414 is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and ELECTRO HYDRAULIC MACHINERY CO., 2501 John P. Lyons Lane, Pembroke Park, Florida 33009 (hereinafter the "Contractor").

WHEREAS, on January 23, 2018, the parties entered into Contract No. 2017000414 (the "Contract"), to provide professional assessment, review and repair of the electrical, mechanical and hydraulic components of the South Gulf Cove Lock on the Myakka River in Charlotte County, Florida (the "Project"); and

WHEREAS, Phase 1 of the Project – Evaluation, is completed and the parties now wish to amend the Contract to provide for Phase 2 services – Repair; and

WHEREAS, the Contractor has been providing, and is capable of continuing to provide, the necessary Project services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Contractor agree to amend the Contract as follows.

ARTICLE I
COMPENSATION / SERVICES

1.1. The following provisions of this Amendment, and the Exhibit attached hereto, are specifically incorporated into and made a part of the Contract.

1.2. The Scope of Services for Phase 2 of the Project – Repair – is hereby attached as **Exhibit A**, Report of Findings (hereinafter, "Scope of Services"), and the Contractor shall provide the Repair services described in the Scope of Services, **Exhibit A.**

1.3. The Contractor shall perform Phase 2 services within the following time periods:

Submittal Drawings Completed:	60 days from Notice to Proceed
Substantial Completion:	150 days from Drawing approval
Final completion:	30 days after functional checkout/final punch list

1.4. Should the Contractor fail to achieve Substantial Completion within the timeframe set forth above, Liquidated Damages are established at Nine Hundred Sixty-Six Dollars and no cents ($966.00) per day.

1.5. The County shall pay the Contractor for these services an amount not to exceed Three Hundred Sixty Thousand Eighty-Four Dollars and no cents ($360,084.00) as described in **Exhibit A** attached, for these Repair services.

1.6. The term of this Amendment shall begin on the effective date and shall continue through the Repair phase in accordance with **Exhibit A** and this Amendment. The parties acknowledge that the start time and progress of Repair services may vary and accordingly the term of this Amendment may vary.

ARTICLE II
MISCELLANEOUS

2.1. The effective date of this Amendment is the date on which it is signed by both parties.

2.2. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Contract.

2.3. All other provisions of the Contact not in conflict with this Amendment shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates written below.

ELECTRO HYDRAULIC MACHINERY CO.

WITNESSES:

Signed By: Joan C. Hanley

Print Name: Joan C Hanley

Date: 6-18-18

Signed By: Williamson Remedor

Print Name: Williamson Remedor

Date: 6-18-18

Signed by: [signature]

Print Name: Michael Hanley

Title: Vice President

Date: 6-18-18

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

ATTEST:
Roger D. Eaton, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: Michelle D. Berardino
Deputy Clerk

By: [signature]
Kenneth W. Doherty, Chairman

Date: 5-22-18

BOARD OF COUNTY COMMISSIONERS CHARLOTTE CO., FLA. SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney

LR18-0379 [initials]

Exhibit "A"

South Gulf Cove Lock Repair Project

Charlotte County, Florida

Report of Findings
Inspection Date, February 15, 2018

Prepared By:

Electro Hydraulic Machinery Company
2501 John P Lyons Lane
Pembroke Park, Florida 33009

EXECUTIVE SUMMARY

Personnel from Electro Hydraulic Machinery Company, Flanders & Associates, and Sandy Walters Consultants performed a Systems Inspection of the South Gulf Cove Navigational Lock, on February 15th, 2018. Charlotte County personnel assisted in the inspection by providing access, removing and reinstalling components for inspection, and operating equipment. The purpose of these inspections was to determine any environmental concerns as well as to assess the condition and identify any deficiencies in the mechanical, electrical, hydraulic operating systems.

The inspection involved visual inspection and operational testing of the lock systems.

Overall, the systems were in working condition and operated in an acceptable manner with the exception of leakage around the gate seals. Although the lock gates were operational, it is recommended that certain systems be replaced or rehabilitated. Plus, additional deficiencies noted during the inspection need to be repaired or require further investigation.

Maintenance repair items and rehabilitation recommendations mentioned above are listed in the "Recommendations" section of this report. There were no emergency repairs required.

INSPECTION FINDINGS

ELECTRICAL SYSTEMS

1. Incoming Power
   A. Motor Control Center
      The following was noted during the inspection:
      - The existing MCC was moderately corroded. Certain functions have been defeated and multiple undocumented wiring changes have been made. See Photo #1 in Appendix B
      - Internal starters and breakers were corroded

   B. Inside and Outside lighting was working poorly or not at all.

2. Control Panels
   A. PLC Controls System
      The following was noted during the inspection:
      - The display screen worked intermittently but was not reliable
      - The automatic cycle system was checked for proper operation. Operation was functional.
      - Several unmarked wires and changes have been made. See Photo #2 in Appendix B

   B. Radio Controlled Remote System
      The following was noted during the inspection:
      - Remote control operation was checked for proper operation. Operation was functional.
      - Wiring has no wire numbers and no documentation was available. See Photo #3 in Appendix B
      - Many boat owners were seen using the remotes and all seemed satisfied with the performance of the remote control using their hand held remote control fobs.

C. Lock and Dock Operation Panels

The following was noted during the inspection:

- Manual operation from the central manual panel was checked for proper operation.
- Automatic/Manual operation from the dockside control panels was checked for proper operation.
- Dockside station pushbuttons and instruction plates were severely corroded. See Photo #4 in Appendix B
- Canal side panel limit switch has been replaced with a different type switch, was in poor condition and improperly wired. See Photo #5 in Appendix B
- Buttons and lights in the central manual panel were deteriorated and the door gasket was missing. See Photo #6 in Appendix B
- Traffic signal lights worked properly during inspection.

3. Conduit and Wiring

The following was noted during the inspection:

- Conduit and splice boxes were deteriorated in several areas of the lock. See Photo #7 in Appendix B
- Wiring in the control house has multiple undocumented changes. Many wires are improperly installed without conduits and does not meet NEC code.

4. Gate Limit Switches

The following was noted during the inspection:

- Fully open limit switch targets on gate outer edge have been hit by boaters
- Need to hold the closed position for an additional second to make sure both gates fully seated before releasing the solenoid valves and locking the gate in position.
- Gate position limit switches failing prematurely due to occasional high-water level
- Limit switch targets and brackets have been unreliable as gate play increases due to design. See Photo #8 in Appendix B

HYDRAULIC SYSTEMS

1. Lock Hydraulic Power Unit (HPU)

A. Lock HPU

The following was noted during the inspection:

- During lock withdraw During lock opening the system pressure on the main gauge was 650 psi and during lock closing the system pressure was 250 psi. The lock open relief valve was set at 1450 psi and lock close relief valve at 1000 psi.
- The HPU had signs of oil leakage but was not apparent if oil spilled from previous maintenance work was the cause of actual leaks. See Photo #9 in Appendix B
- Electric motor foot had a crack in the housing. See Photo #10 in Appendix B
- Solenoid operational valves, manifold, and pressure gauge were in good condition.

2. Gate Hydraulic Cylinders

A. Cylinders

The following was noted during the inspection:

- Cylinders were severely corroded. See Photo #11 in Appendix B
- The SE cylinder had a rod seal leak

B. Cylinder Attachments

The following was noted during the inspection:

- Cylinder attachments at both ends of the cylinder were failing due to corrosion and design factors. See Photo #12 in Appendix B

3. Hydraulic Piping

A. Piping and hoses

The following was noted during the inspection:

- All lines and hoses in the pump room were in good condition
- A leak SS tubing line was noted in the tubing trough. See Photo #13 in Appendix B
- Ball valves at 2 gate cylinders were improperly supported. See Photo #14 in Appendix B

MECHANICAL SYSTEMS

1. Gates

A. Gate condition

- Gate connections, pintles, bearings, and bolts as visually inspected from above the waterline appear to be in working order.
- All gates were heavily encrusted with oysters.
- Some grease lines were inoperable.
- Gate seals were leaking. It was noted that manually pushing the gate closed with additional push at end of closing cycle caused a slight decrease in gate seal leakage. See Photo #15 in Appendix B

2. Docks Approaches, Control House, and Walkways

A. Bay Side Dock

- Dock connection plates were corroded to failure. See Photo #16 in Appendix B

B. Canal Side Dock

- As inspected from above the waterline, these docks appeared to be in workable condition.

C. Control House

- The control building concrete shell and roof appeared to be in good condition as inspected from ground level.
- Double doors at building entrance were in poor condition
- Exhaust fan was inoperable. See Photo #17 in Appendix B
- Both building ventilator covers were damaged and screens broken.

CONCLUSIONS

Overall, the South Gulf Cove Lock systems were in moderate to poor condition but operated in an acceptable manner. There were several items that require further maintenance and/or replacement to improve long term reliability. See recommendations below

RECOMMENDATIONS

ELECTRICAL SYSTEMS

1. Move fully open limit switches inside gate recess and utilize same target as fully closed
2. Add timers to cully closed
3. Change all limit switches to submersible type and update wiring for same. 4 - spares
4. Change gate position limit switch junction boxes to higher level to avoid high water
5. Replace existing MCC with a new power distribution, lighting, and starter panel.
6. Rehabilitate existing control panel with a new PLC and touchscreen
7. Replace lighting inside and outside Control House
8. Replace all conduit and wiring inside Control House
9. Repair/replace failed conduits in dock areas.
10. Rehabilitate dockside pushbuttons and instruction plates
11. Rehabilitate central manual station panel gasket and backplane including all lights and pushbuttons.
12. Rewire remote controller properly
13. Provide an updated O&M Manual

LOCK HYDRAULIC SYSTEMS

1. Fix hydraulic leaks in tubing trough
2. Fix ball valve support issues in two places
3. Rehabilitate HPU with new filters for better maintenance accessibility, fix any leaks, change out hydraulic fluid, and flush existing lines
4. Replace hydraulic cylinders and provide spare
5. Replace cylinder attachments at both ends of each cylinder with new design that will satisfy corrosion and replacement issues.
6. Provide an updated O&M Manual.

MECHANICAL SYSTEMS

1. Replace Bay Side dock connector plates
2. Replace Control House doors
3. Replace Control Room vents and fans

COST ESTIMATES

ELECTRICAL SYSTEMS **$180,065.00**

1. Replace all limit switches with submersible type switches with molded quick connect cables. Route new cable to new SS junction box above high tide line. Rework targets to be inside gate recess areas. Provide 4 spare switches and cables. Rework and/or replace failed conduits and connections on conduits to dock stations.
2. Replace PLC and touch screen HMI. Integrate into existing control enclosure. Provide all required programming and modify closing sequence for better gate seal efficiency. Rehabilitate control panel wiring. Provide and install new back panel with lights and switches for central manual panel. Install new Gasket in existing manual control panel door. Replace switches and instruction nameplates at both dock panels. Provide "As Built" O&M manuals.
3. Replace existing MCC (Motor Control Center) with combination incoming power, lighting panel, and motor starter.
4. Replace Control House internal conduit and wiring. Remove and replace existing indoor and outdoor lighting with new LED fixtures and bulbs.

LOCK HYDRAULIC SYSTEMS **$165,798.00**

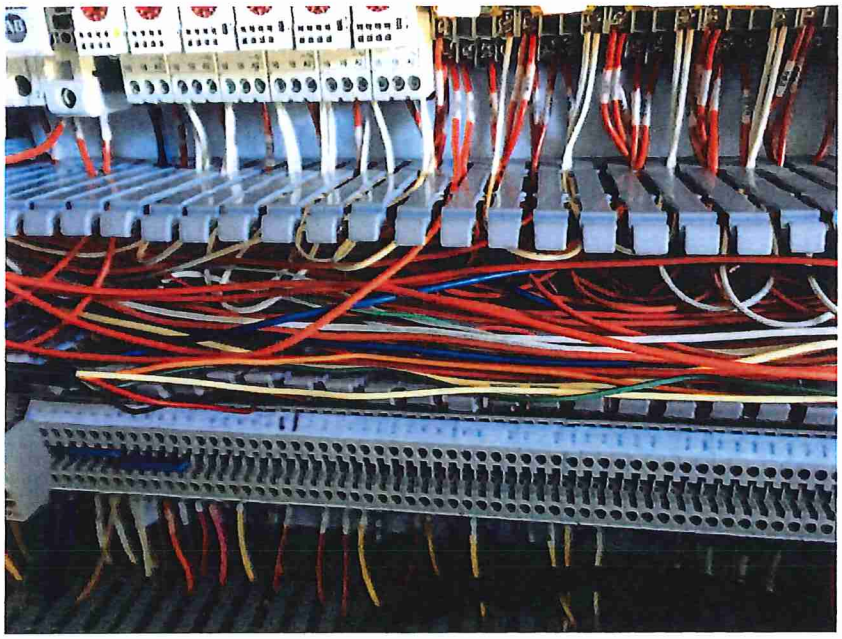
1. Fix hydraulic leaks in tubing trough
7. Fix ball valve support issues in two places
8. Rehabilitate HPU with new filters for better maintenance accessibility, fix any leaks, change out hydraulic fluid, and flush existing lines
9. Replace hydraulic cylinders and provide spare
10. Replace cylinder attachments at both ends of each cylinder with new design that will satisfy corrosion and replacement issues.
11. Provide an updated O&M Manual.

MECHANICAL SYSTEMS **$14,221.00**

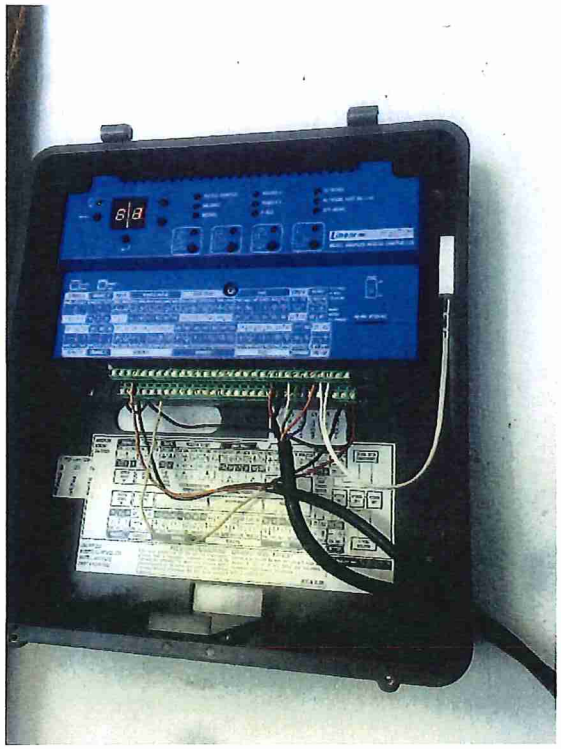
2. Replace Bay Side dock connector plates
3. Replace Control House doors
4. Replace Control Room vents and fans

APPENDIX A
PHOTOGRAPHS

Photograph #1 – Obsolete MCC with functions disabled

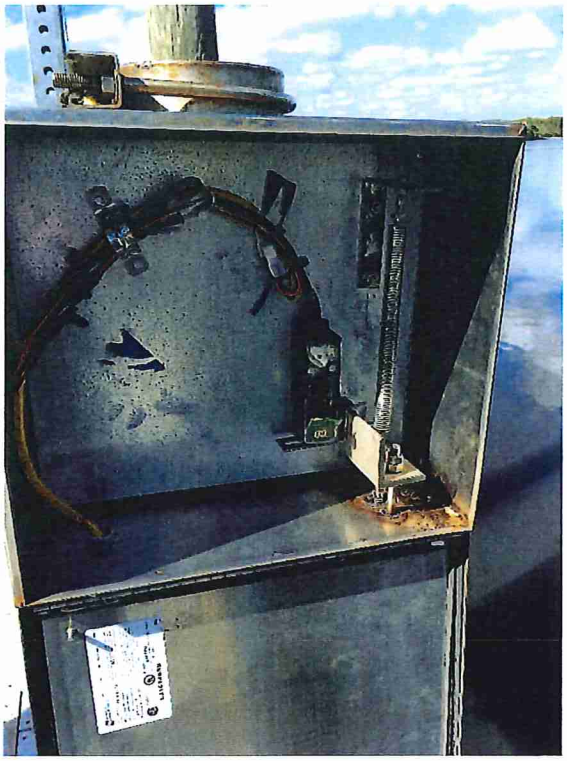


Photograph #2 – New wiring in panel not documented and no wire number details



Photograph #3 – New radio remote control no conduit or wire number details

Photograph #4 – Dockside operation panels corroded buttons and instruction plates



Photograph #5 – Dockside pull chain limit switch poor installation and wiring

Photograph #6 – Outdoor conduit failing in several areas

Photograph #7 – Limit switches and target system not reliable

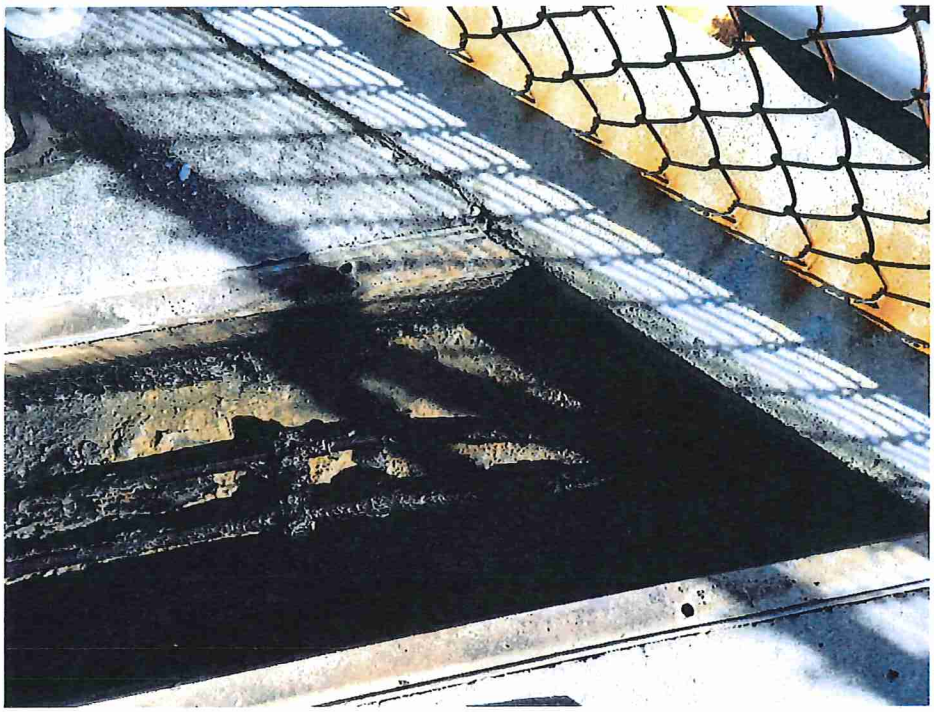
Photograph #8 – Manual control panel buttons and lights worn

Photograph #9 – HPU signs of leakage

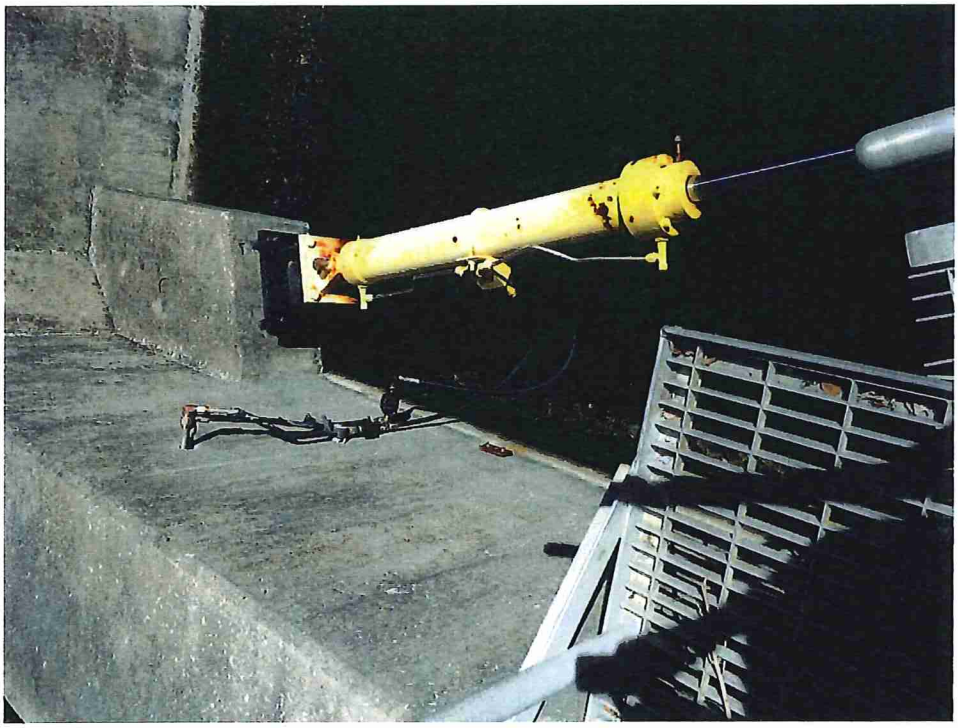
Photograph #10 – Crack in motor foot

Photograph #11 – Gate hydraulic cylinders corroded

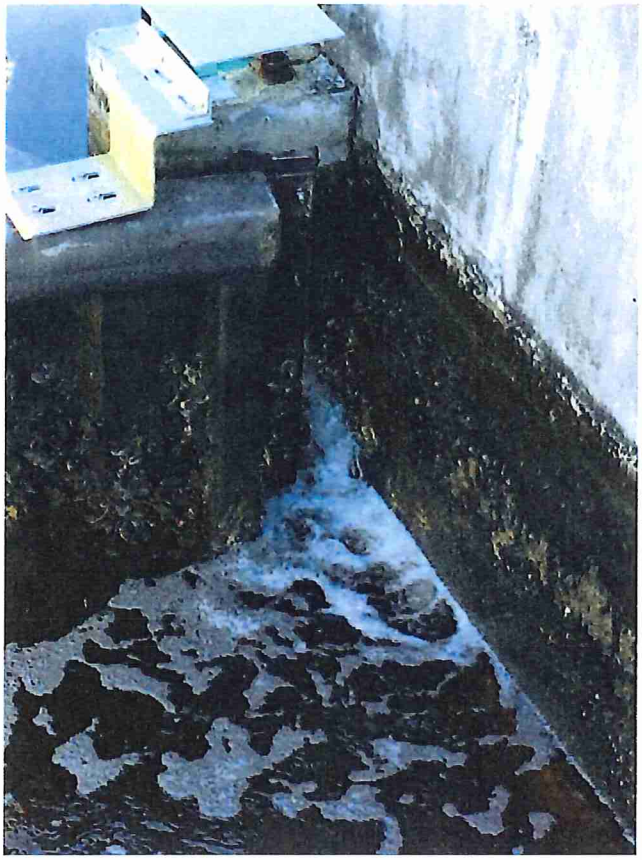
Photograph #12 – Gate hydraulic cylinders attachment pieces corroded



Photograph #13 – Leaking piping in trough



Photograph #14 – Ball Valves and piping poorly routed and supported (typical two places)



Photograph #15 – Gates seals leaking (typical all gates)

Photograph #16 – Bay side floating dock plates corroded to failure

Photograph #17 – Exhaust fan and intake louver vents need replacement

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 4.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve ranking of firms for Request for Proposal #19-311, Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility: 1st – Wharton-Smith, Inc., 2nd – Halfacre Construction Inc., and 3rd - A2 Group, Inc.; and
b) Approve start of negotiations; and
c) Authorize the Chairman to sign the contract after completion of negotiations. This is for a qualified firm to provide Construction Manager (CM) at Risk services as part of a project team, which includes various design and engineering consultants and the County.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in CIP project "Airport Rescue and Fire Fighter Training Prop" as approved in FY19 budget process. Grant funding is budgeted in the Fire Rescue Fund and does not require a local match.

Financial Impact Summary Statement
Funding for construction manager costs will be reimbursed by the Florida Department of Financial Services, Division of State Fire Marshal.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is for a firm to provide professional Construction Manager (CM) at Risk services as part of a project team, which includes the design consultants and the County for an Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility. The property is owned by Charlotte County and located at 26571 Airport Road, Punta Gorda, Florida.

Professional Services Committee members consisting of Gary Burdahl, Facilities Construction & Maintenance; Ben Bailey, Community Development; and Chief Larry Lippel, Public Safety evaluated the four proposals submitted and had discussions with those firms. A breakdown of the ranking is attached, along with a copy of the proposals submitted by the top three firms.

ATTACHMENTS:

File Name	Description	Upload Date	Type
19-311_submittal_WhartonSmithInc.pdf	submittal - Wharton-Smith, Inc.	4/22/2019	Backup Material
19-311_submittal_Halfacre_Construction.pdf	submittal - Halfacre COnstruction	4/22/2019	Backup Material
19-311_submittal_A²_Group_Inc.pdf	submittal - A2 Group	4/22/2019	Backup Material
g261902_Airport_Rescue___Firefighter_Training.pdf	Airport Rescue & FF Training CIP	4/23/2019	Backup Material
193114.pdf	tabulation	4/26/2019	Backup Material

Construction Management at Risk Services for

AIRPORT RESCUE & FIRE FIGHTER TRAINING SIMULATOR FACILITY

RFP NO. 2019000311

Wharton-Smith, Inc
CONSTRUCTION GROUP

Table of Contents

Letter of Introduction

Section I. **Team Proposed for this Project**

A. Background of the Personnel
1. Project Manager
2. Other Key Personnel
3. Consultants
4. Staffing Levels and Positions Proposed

B. Resumes

Section II. **Proposed Management Plan**

A. Team Organization
1. Preconstruction Phase
2. Construction Phase

B. Management Plan

Section III. **Previous Experience of Team Proposed for this Project**

A. Describe Like Projects
B. Permitting Experience with Fire Training Facilities
C. Working with Designers Keeping Project Within Fixed Budget
D. State Grant Funded Projects
E. Fast-Track Project Meeting Grant Deadlines

Section IV. **Project Control**

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1. What Techniques are Planned Assuring Schedule is Met?
2. Who will be Responsible Assuring Schedule is Met?

B. Cost
1. What Control Techniques are Planned?
2. Demonstrate Ability to meet Project Cost Control
3. Who will be Responsible for Cost Control?

C. Recent, Current, & Projected Workload

Wharton-Smith, Inc.
CONSTRUCTION GROUP

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Section V. **Present Proposed Approach for this Project**
- **A. Proactive Approach to Constructability, Quality Assurance, Bidding, and Cost and Schedule Control.**
- **B. What Specialized Facility Construction Experience can Assist with this Project?**
- **C. What Methods will you Employ to Ensure Charlotte County Receives a Quality Project?**

Section VI. **Present Examples of Recently Accomplished Similar Projects**
- **A. Describe the Projects to Demonstrate**
  1. Schedule and Cost Control
  2. Any Additional Construction Costs Caused by Design Deficiencies, Not Program Changes
  3. Construction Problems and Corrective Resolution
  4. Teaming with Design Consultant in Scoping Project

Section VII. **Describe your Experience and Capabilities in the Following Areas**
- **A. Working at Airport Fire Training Facilities**
- **B. Pre-construction Services with a Focus on Minimizing Cost while Maximizing Scope**
- **C. Critical Path Method and which Software Utilized**
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Section IX. **Litigation**

Section X. **Minority Business**

Section XI. **Required Forms**

Wharton-Smith, Inc.
CONSTRUCTION GROUP

April 11, 2019

Senior Division Manager – Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

Re: RFP #2019000311 - Construction Manager at Risk Services – Airport Rescue Fire Fighter Training Simulator Facility

Dear Members of the Selection Committee:

Wharton-Smith, Inc. is excited about the opportunity to continue our relationship with Charlotte County in serving as your Construction Manager for the project. Our team is committed to delivering a successful, high quality project to the County and to that end, we have assembled an experienced team with an excellent track record to ensure it is a seamless, enjoyable process for all.

Our team brings the following ***key advantages*** to the Airport Rescue and Fire Fighter Training Simulator Facility project:

- **Public Sector Experience** – Our team brings a strong depth of experience with government facility projects throughout the state of Florida. Over 95% of Wharton-Smith's work is performed for clients in the public sector, including work for over 80 counties, towns and cities statewide. Many of these have been community-based projects requiring significant input from stakeholders as will certainly be the case on the Airport Rescue Fire Fighter Training Simulator Facility. With strong reliance on past successes of projects very similar in nature, you can rest assured that we will deliver a project that meets the needs of the community and exceeds the goals of Charlotte County.
- **Charlotte County Experience** – Our proposed team of Johnny Santos, CGC; Caryn Huff, LEED AP; Doug Whisler; Gene Willet; and myself have proudly worked together on multiple projects for the County and have collectively built well over 50 jobs within the county borders. As a result, this team's knowledge of the standards and requirements of local governing authorities, permitting agencies and building standards will be a direct benefit to the project. Additionally our working relationship with Fawley-Bryant on Charlotte County projects will prove to be invaluable. Our Project Manager, Caryn Huff, has worked on numerous projects with Fawley-Bryant since 2007.

  To further ward against unexpected concerns related to the site, we've also secured the consulting services of Universal Engineering who has previously worked on Charlotte County projects. With this experienced team, no time or money will be wasted on learning curves. This will effectively allow for more of the budget to go back into tangible scope elements of the project and incorporate the needs of the end user that will be utilizing the space rather than squandered on contractor overhead. Furthermore, this experience ensures our team will hit the ground running on day one, which will safeguard the schedule against unexpected delays and support an early or on-time delivery to generate savings back to the County. ***Our expertise with completing work for Charlotte County and of a similar scope will assure a smooth, worry-free project.***
- **Commitment to Charlotte County** – Unlike other projects, public sector jobs require a greater sense of financial responsibility. We acknowledge this mind-set ***and embrace it***. Our team has the credentials and knowledge that will enable us to collaborate with the designers throughout the preconstruction process and take full advantage of cost saving opportunities as they arise throughout the project. There is no better example of this than with our recent effort on the **Charlotte County Jail Infirmary project**, in which the team was able to manage the budget and implement a number of ***cost saving value engineering ideas that ultimately resulted in a $200,000 returned savings to the County at the job's completion.*** We will also implement our sustainable practices to make viable material selections so as not to overburden the maintenance department responsible for the upkeep of the facility long after project completion.

With our team, it is not just about crossing the finish line, but rather fostering a collaborative environment that will inspire all stakeholders and end-users to have a voice throughout the entire construction process. We find that this management style is most conducive to driving a successful project and ***promoting optimal efficiency and useful life for the facility.***

- **Extensive Fire Station Experience** – The Wharton-Smith team has collectively delivered more than 20 fire stations across the State of Florida! These have ranged from satellite one-bay structures to multi-million dollar, state-of-the-art, multi-bay, main fire rescue facilities such as the City of Orlando's Fire Station 1 "The Big House". Several of these facilities included training aspects, in particular the $12 million Seminole State College Center for Public Safety which contains a smoke maze and several other training and simulator elements for the College's Fire Science program. Because of our experience with this type of facility, we understand the requirements relative to the design and construction of a fire house. Considerations that will be vetted out during the design and preconstruction phase include training features and constructablility reviews as required to meet the project scope and budget. Our experience and specialized knowledge will ensure Charlotte County's ARFF Training Simulator Facility is built with the highest quality.
- **Community Outreach** – Beyond our direct benefits to the project itself, we find that community involvement is one of the most rewarding core values for our company. We know that supporting the neighborhoods, non-profits, and other organizations in the Charlotte County community is key to providing a sense of balance and purpose in the professional lives of our employees. Wharton-Smith supports numerous local organizations throughout the year. We are grateful for the opportunity to give back to a community that has embraced us and our work. Through our local Punta Gorda office, our primary goal is to provide quality construction that stands the test of time and ***generates a level of pride for you, the community and all of the project team participants.***

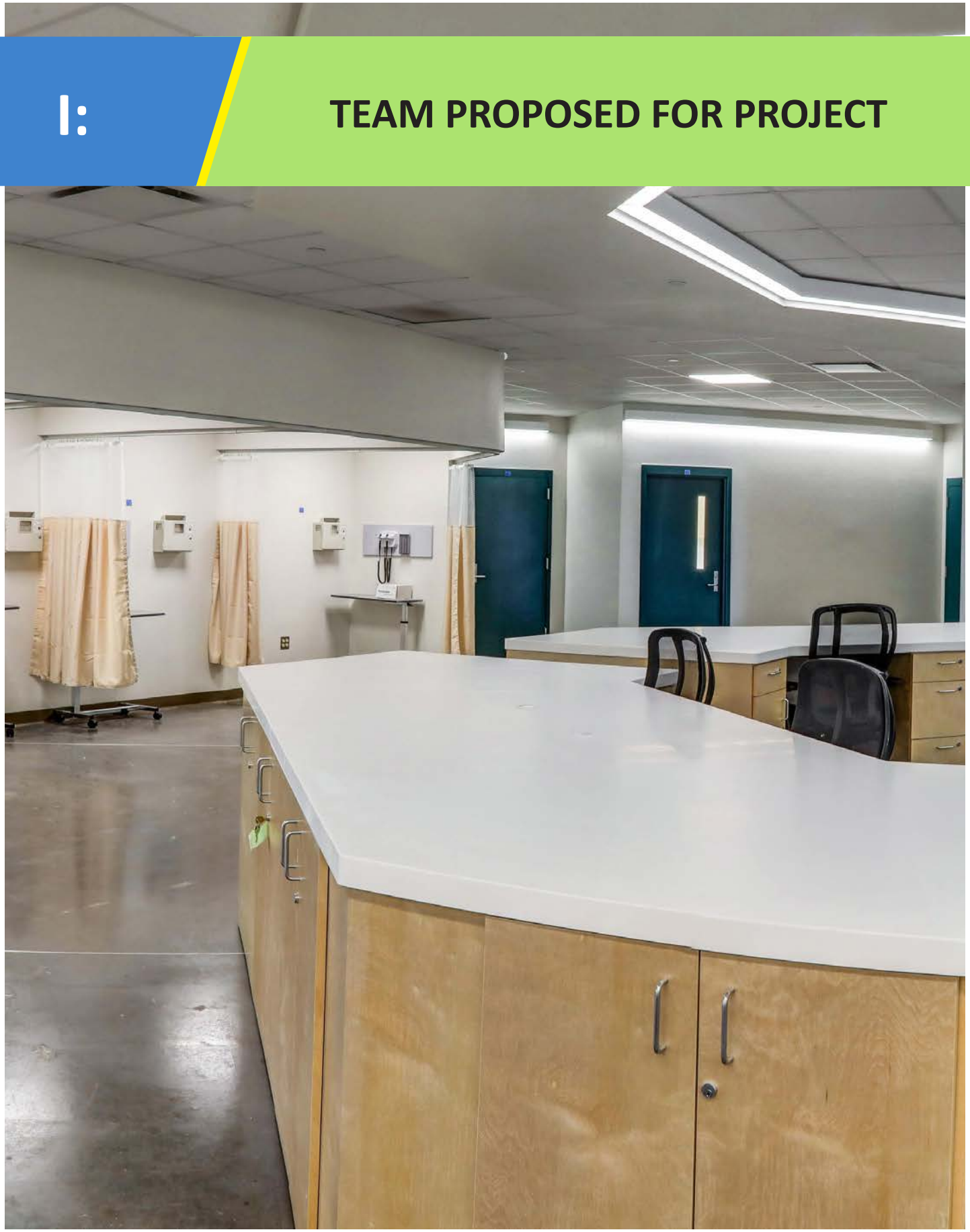
Relationships and partnerships like ours are built on one key element, **Trust**. Charlotte County has come to trust the Wharton-Smith team knowing that your problems become our problems and we work together to solve them. Trust is knowing that your deadlines are non-negotiable and that we have systems in place to ensure we never miss a completion date. Finally, trust in knowing that your money will be treated as if it were our own, by maintaining budgets, passing financial audits, and driving value management throughout the construction process to generate savings back to the County.

We look forward to being considered your construction management team and business partner for this venture and are fully committed to making the project a success in every way. We appreciate the opportunity to submit our proposal and look forward to discussing the project in greater detail in the near future.

Sincerely,
Wharton-Smith, Inc.

Tom Iarossi
Area Manager

I: TEAM PROPOSED FOR PROJECT



A. Background of Personnel

The team we have assembled for the Airport Rescue Fire Fighter Training Simulator Facility project was thoughtfully constructed to ideally suit the needs of the County. Our collective experience includes successful governmental and public sector facilities constructed in the County and throughout the state of Florida. As you will see, our team offers the skills, experience and knowledge necessary to successfully construct the project within the County's schedule, budget and expectation of quality.

A1. Project Manager

Caryn Huff, LEED AP, is the proposed Project Manager for the Airport Rescue Fire Fighter Training Simulator Facility. Caryn is responsible for providing daily leadership to the project team and for the successful completion of all preconstruction and construction phases of the project. She will develop schedules, perform constructability reviews, value engineering and site logistics. During construction, she assists with all construction activities, including quality control, cost control, change orders, and close-out. As a LEED AP, Caryn will also ensure that sustainable construction practices are applied throughout the project to help achieve a facility with optimal efficiency and durability.

A2. Other Key Personnel

Doug Whisler is the proposed Sr. Superintendent for the Airport Rescue Fire Fighter Training Simulator Facility. Doug has been a valued resident of Charlotte County for over 21 years and has built over 40 projects in the Charlotte County area with the majority of them being directly for the Charlotte County Facilities and Construction Department. Doug is responsible for the successful completion of all field activities, including overall leadership for on-site field administration, technical management of all construction operations, and supervision of assistants, foremen, subcontractors, and other construction related personnel.

Mike Nunez will serve as Project Engineer for the Airport Rescue Fire Fighter Training Simulator Facility. As Project Engineer, Mike is responsible for facilitating subcontractor meetings, creating and distributing weekly owner and subcontractor meeting minutes, completing submittal reviews for compliance, communicating directly with the project architect, compiling operations/maintenance manuals, coordinating and tracking material deliveries, and taking weekly progress photos. Mike has previously worked at the Punta Gorda Airport and is intimately familiar with airport operations.

Susie Lampros will serve as the Project Assistant for the Airport Rescue Fire Fighter Training Simulator Facility. As Project Assistant, Susie supports the Project Manager and all field personnel on the jobsite performing administrative duties including daily reports, scheduling inspections, preparing AIA contracts and change orders, maintaining current Certificates of Insurance, preparing lien releases, maintaining calendar appointments, and coordinating meetings

Gilbert Orcasitas will be the Corporate Safety Manager for the Airport Rescue Fire Fighter Training Simulator Facility. As the Manager of Corporate Safety, Gilbert is responsible for all aspects of safety for Wharton-Smith. For this project, Gilbert will lead the development and implementation of the site-specific safety and environmental plans and will ensure compliance with all federal, state and local regulations.

Michael Christian will be the Project Scheduler for the Airport Rescue Fire Fighter Training Simulator Facility. As Project Scheduler, Michael is responsible for working directly with the project manager and superintendent to prepare and formulate the baseline schedule through all weekly updates. He will also assist with any scheduling issues including analysis of progress and fast tracking of projects.

Gene Willett will serve as the Preconstruction Services Manager for the Airport Rescue Fire Fighter Training Simulator Facility. Gene has 30 years of construction experience and a thorough knowledge of the construction industry in southwest Florida. Gene brings his unique and experienced approach to maintaining the County's sustainability goals for life cycle costs and will collaborate with the designers throughout the preconstruction process.

John Lyons, will serve as VP of Preconstruction Services for the Airport Rescue Fire Fighter Training Simulator Facility. As Vice President of Preconstruction Services, John Lyons brings over 32 years of experience overseeing Wharton-Smith's Commercial Division Preconstruction Services Department. His responsibilities include the thorough review of contract documents, estimating the preliminary pricing of projects, and preparing Guaranteed Maximum Price (GMP) packages.

Johnny Santos, CGC, will serve as the Project Executive for the Airport Rescue Fire Fighter Training Simulator Facility. As a Project Executive, Johnny oversees all project teams on projects out of the Tampa and Punta Gorda Commercial offices. He will regularly visit the jobsite to offer support services and enforce additional quality control measures to help uphold the company expectations on systems, procedures, and final product.

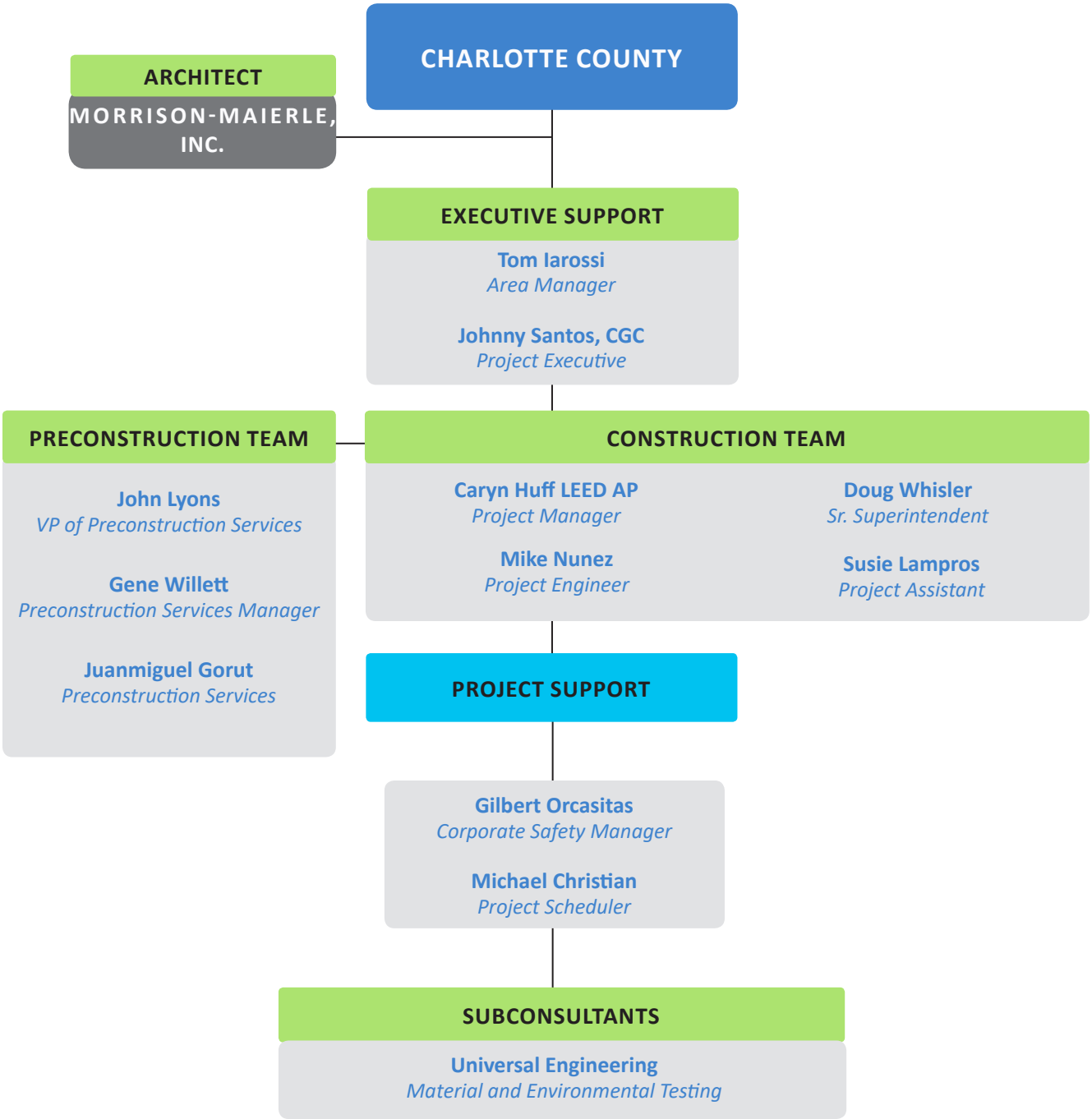
Tom Iarossi will serve as Area Manager for the Airport Rescue Fire Fighter Training Simulator Facility. Tom's responsibilities include ensuring the project will be completed on time, within budget, and to the County's satisfaction. He will help provide executive guidance and problem-solving advice to our Project Manager and Project Superintendent.

A3. Sub-Consultants

Universal Engineering Sciences, Inc. is a consulting engineering firm specializing in geotechnical engineering, environmental sciences, construction materials testing, and threshold inspection. They are a growing firm with a strong position and reputation in the industry, and are always looking for ways to provide enhanced services. From their headquarters in Orlando, they operate a large (600+ employee) engineering firm with nineteen (19) offices strategically located throughout Florida and Georgia. These offices provide services throughout the southeastern United States. They have performed material testing and other services for numerous Charlotte County projects. Additionally, Universal Engineering has a long professional relationship with Wharton-Smith. Most recently, they were ranked as the 185th largest engineering firm in the country. The firm's history and excellent working environment attract and assure the long-term employment of some of the most distinguished personnel in the industry.

A4. Staffing Levels and Positions Proposed

The team proposed below have proven experience on governmental and public sector facilities and are well versed on CM at Risk projects including those with accelerated schedule, multiple stakeholders and occupied sites. Resumes containing detailed information on each individual's experience and expertise can be found on the following pages. **The Project Manager identified will not be substituted without the express permission of Charlotte County Management.**



B. Key Personnel

Johnny Santos, CGC

Project Executive

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

As a Project Executive, Johnny oversees all project teams on projects out of the Tampa and Punta Gorda Commercial offices. He will regularly visit the jobsite to offer support services and enforce additional quality control measures to help uphold the company expectations on systems, procedures, and final product.

PERSONAL STATS

28 years in the construction industry
Class "A" Certified General Contractor - FL
Class “B” Building Contractor
Prolog Construction Management Program
Electrical Journeyman
Low Voltage Certified Installer
First Aid/CPR; OSHA 30 hour

ADDITIONAL PROJECT EXPERIENCE

- Longboat Key Fire Station #91, Longboat Key, FL
- Longboat Key Fire Station #92, Longboat Key, FL
- Charlotte County Flight Training Facility, Punta Gorda, FL
- Charlotte County Jail Expansion Phase I, Punta Gorda, FL*
- Charlotte County Jail Expansion Phase II, Punta Gorda, FL*
- Pinellas County Public Safety Facilities, Largo, FL*
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**
- Shell Creek WTP Admin. Building, Punta Gorda, FL
- Charlotte Sports Park Renovations, Port Charlotte, FL

**Individual Project Experience*

HIGHLIGHTED PROJECTS

Charlotte County Jail Infirmary
Punta Gorda, FL
$9 million, 24,000 s.f., new addition of a 128-bed infirmary. The multi-floor concept consists of an inmate clinic with exam rooms, pharmacy, and direct observation cells, just to name a few.

Charlotte County Community Development
Port Charlotte, FL
$2.5 million, 22,810 s.f., addition and renovation of existing community development center.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Caryn Huff, LEED® AP

Project Manager

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

Caryn has lived in the area for 25 years and is very familiar with Charlotte County building practices. She will be responsible for providing daily leadership to the project team and for the successful completion of all preconstruction and construction phases of the project. She will develop schedules, perform constructability reviews, value engineering and site logistics. During construction, she will assist with all construction activities, including quality control, cost control, change orders, and close-out. As a LEED® AP, Caryn will also ensure that sustainable construction practices are applied throughout the project to help achieve a facility with optimal efficiency and durability. **She will serve as the single point-of-contact for the Airport Rescue Fire Fighter Training Simulator Facility.**

PERSONAL STATS

28 years of experience, including direct experience with Charlotte County's processes and procedures.
B.S., Building Construction- Auburn University
LEED® Accredited Professional
Board Member, Charlotte Desoto Building Industry Association (CDBIA)
Board Member, United Way of Charlotte County

ADDITIONAL PROJECT EXPERIENCE

- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Charlotte County Health Dept., Punta Gorda, FL*
- Charlotte County Fire Stations, Port Charlotte, FL*
- Fire Station #10 Renovations, Palm Island, FL*
- Charlotte County Public Works Operations Center, Punta Gorda, FL*
- Charlotte County Jail Infirmary, Punta Gorda, FL
- Charlotte Sports Park Renovations, Port Charlotte, FL
- Charlotte County Community Development Center, Port Charlotte, FL

**Individual Project Experience*

HIGHLIGHTED PROJECT

Charlotte County Flight Training Facility
Punta Gorda, FL
$492,000, Interior and exterior renovation of existing Hangar 115 to provide approximately 1,500 s.f. new office space and general refurbishment. New modular operations building of approximately 3,500 s.f. and 1.4 acre site development to support project needs.

Charlotte County Sheriff's District 3 Office & Evidence Building (with Fawley-Bryant)
Port Charlotte, FL
$11.2 million; New 16,574 s.f. Sheriff's Administration Building consisting of offices, conference, meeting rooms, and fitness area. New 24,565 s.f. Evidence Building consisting of new offices, evidence vaults, evidence processing and cleaning rooms, new impound evidence bays with new backup generator and chiller plant to service the entire site.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Doug Whisler

Project Sr. Superintendent

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

Doug has lived in the area since 1994 and has been involved in numerous Charlotte County projects. Doug will oversee the construction phase and is responsible for all on-site activities. He supervises, sequences, coordinates, and monitors all work to ensure it is completed to the highest quality standards. Doug manages the day-to-day efforts of the subcontractor field staff to include all subcontractor meetings and pre-task planning. He will provide input and direction in the constructability reviews, logistics, and safety planning. Finally, Doug will ensure the jobsite is safe, clean, and secure on a daily basis.

PERSONAL STATS

39 years in the construction industry
Certified General Contractor – FL
OSHA 30 Hour; CPR/First Aid;
Confined Space; Fall Protection; Scaffold; Trenching/Excavation;
Qualified Rigger; Flagger;
HAZCOM; MOT;
Forklift Operator

ADDITIONAL PROJECT EXPERIENCE

- Charlotte County Flight Training Facility, Punta Gorda, FL
- Longboat Key Fire Station #91, Longboat Key, FL
- Longboat Key Fire Station #92, Longboat Key, FL
- Charlotte County Jail Infirmary, Punta Gorda, FL
- Charlotte County Fire Station #13 & #14*
- Charlotte County Fire Station #15 & #16*
- Charlotte County Fire Station #7 & #75*
- Charlotte County Vehicle Maintenance Facility, Punta Gorda, FL*
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**

**Individual Project Experience*

HIGHLIGHTED PROJECTS

Charlotte County Emergency Operations Center*
Port Charlotte, FL
$16 million, 50,000 s.f., New construction of a public safety building to house Fire/EMS administration and training, County EOC/ Emergency Management, 911/211, and selected Sheriff's administrative personnel.

Charlotte County Community Development Center
Port Charlotte, FL
$2.5 million, 22,810 s.f., addition and renovation of existing community development center.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Mike Nunez

Project Engineer

★ **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

Mike Nunez will serve as Project Engineer for the Airport Rescue Fire Fighter Training Simulator Facility. As Project Engineer, Mike is responsible for facilitating subcontractor meetings, creating and distributing weekly owner and subcontractor meeting minutes, completing submittal reviews for compliance, facilitating MEP coordination meetings, communicating directly with the project architect, compiling operations/maintenance manuals, coordinating and tracking material deliveries, and taking weekly progress photos. Mike is also certified as a small unmanned aircraft systems (SUAS) remote pilot and is responsible for the aerial drone photos for Wharton-Smith.

PERSONAL STATS

13 years of experience in the project management field
B.S. in Professional Aeronautics, Embry-Riddle Aeronautical University Worldwide, 2015
FAA Certified, Drone Operator
Charlotte-DeSoto Building Industry Association, Affiliate Member
First Alliance Church, Mission One27, Foster Care Ministry
5 years, U.S. Marine Corp. Veteran

ADDITIONAL PROJECT EXPERIENCE

- Charlotte County Jail Infirmary, Punta Gorda, FL
- Shell Creek WTP Admin. Building, Punta Gorda, FL
- Charlotte Sports Park Renovations, Port Charlotte, FL
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**

HIGHLIGHTED PROJECTS

Charlotte County Community Development Center
Port Charlotte, FL
$2.5 million, 22,810 s.f., addition and renovation of existing community development center.

Charlotte County Sheriff's District 3 Office & Evidence Building (with Fawley-Bryant)
Port Charlotte, FL
$11.2 million; New 16,574 s.f. Sheriff's Administration Building consisting of offices, conference and meeting rooms, fitness areas with room for expansion. New 24,565 s.f. Evidence Building consisting of new offices, evidence vaults, evidence processing and cleaning rooms, new impound evidence bays with new backup generator and chiller plant to service the entire site.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Susie Lampros

Project Assistant

★ **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

As Project Assistant, Susie supports the Project Manager and all field personnel on the jobsite performing administrative duties including daily reports, owner and subcontractor meeting minutes, scheduling inspections, preparing AIA contracts and change orders, maintaining current Certificates of Insurance, preparing lien releases, maintaining calendar appointments, and coordinating meetings.

PERSONAL STATS

3 years in the construction industry
B.S. in Business Administration,
University of Florida

ADDITIONAL PROJECT EXPERIENCE

- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**
- Shell Creek WTP Admin. Building, Punta Gorda, FL
- Charlotte Sports Park Renovations, Port Charlotte, FL
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Charlotte County Community Development Center, Port Charlotte, FL

HIGHLIGHTED PROJECTS

Charlotte County Community Development Center
Port Charlotte, FL
$2.5 million, 22,810 s.f., addition and renovation of existing community development center.

Charlotte County Jail Infirmary
Punta Gorda, FL
$9 million, 24,000 s.f., new addition of a 128-bed infirmary. the multi-floor concept consists of an inmate clinic with exam rooms, pharmacy, and direct observation cells, just to name a few.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Gilbert Orcasitas

Corporate Safety Manager

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

Gilbert is responsible for safety training and inspections at all of Wharton-Smith's jobsites. He visits jobsites on a regular basis to conduct safety inspections. Gilbert completes training in both Spanish and English, including new employee safety orientation, in-house competent person training for trenching, excavation, fall protection, confined space, scaffold, rigging, work zone safety, flagger training, back-hoe loader operator, track-hoe operator, and forklift-lull operator.

PERSONAL STATS

34 years in the construction industry

AHA CPR and First Aid Certified

OSHA 502

Florida Department of Transportation Maintenance of Traffic (MOT) Advanced (Refresher)

ASME Rigging Trainer Development Course

ADDITIONAL PROJECT EXPERIENCE

- Longboat Key Fire Station #91, Longboat Key, FL
- Longboat Key Fire Station #92, Longboat Key, FL
- Charlotte County Flight Training Facility, Punta Gorda, FL
- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Orange County Fire Stations #63 & #70, Orlando, FL
- Orange County Fire Stations #33 & #43, Orlando, FL
- Orange County Fire Stations #56 & #85, Orlando, FL
- Seminole County Sheriff's Office and Public Safety Building, Sanford, FL
- Osceola County Fire Station #64, Osceola County, FL

HIGHLIGHTED PROJECTS

Charlotte County Community Development Center
Punta Gorda, FL
$2.5 million, 22,810 s.f., addition and renovation of existing community development center.

Charlotte County Jail Infirmary
Punta Gorda, FL
$9 million, 24,000 s.f., new addition of a 128-bed infirmary. the multi-floor concept consists of an inmate clinic with exam rooms, pharmacy, and direct observation cells, just to name a few.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Michael Christian

Project Scheduler

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

As Project Scheduler, Michael will combine his technical expertise in Primavera P6 software with his in-depth knowledge of construction processes to develop, plan, setup, and maintain all aspects of the schedule throughout preconstruction and construction. He will interface directly with the project manager and superintendent to prepare and formulate the baseline schedule through all weekly updates. He will also assist with any scheduling issues including analysis of progress and fast tracking of projects.

PERSONAL STATS

13 years dedicated to scheduling theories and processes

B.S. Applied Science of Architectural Technology (Civil Engineering), New York Institute of Technology

Planning & Scheduling Professional Certifications, AACE

ADDITIONAL PROJECT EXPERIENCE

- Longboat Key Fire Station #91, Longboat Key, FL
- Longboat Key Fire Station #92, Longboat Key, FL
- Charlotte County Flight Training Facility, Punta Gorda, FL
- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Orange County Fire Stations #63 & #70, Orlando, FL
- Orange County Fire Stations #33 & #43, Orlando, FL
- Orange County Fire Stations #56 & #85, Orlando, FL
- Seminole County Sheriff's Office and Public Safety Building, Sanford, FL
- Osceola County Fire Station #64, Osceola County, FL

HIGHLIGHTED PROJECTS

Charlotte County Community Development Center
Punta Gorda, FL
$2.5 million, 22,810 s.f., addition and renovation of existing community development center.

Charlotte County Jail Infirmary
Punta Gorda, FL
$9 million, 24,000 s.f., new addition of a 128-bed infirmary. the multi-floor concept consists of an inmate clinic with exam rooms, pharmacy, and direct observation cells, just to name a few.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Gene Willett

Preconstruction Services Manager

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

Gene directs and manages the preconstruction process. He works closely with the owners and design teams to ensure all necessary resources are supplied for the preconstruction effort, beginning with the programming documents and schematic design phase. Gene is responsible for the cost estimate, GMP development, value engineering, and works closely with the construction team to develop the bid packages and determine best value recommendations. Gene has the knowledge and know-how to support all estimating aspects of the Airport Rescue Fire Fighter Training Simulator Facility efforts as required. Gene works closely with members of the project team during preconstruction for constructability, site utilization, and scheduling reviews.

PERSONAL STATS

30 years of experience with estimating in the construction industry
B.A., Florida Atlantic University
MBA, Florida Atlantic University
Graduate Concentration in Accounting, University of Phoenix

ADDITIONAL PROJECT EXPERIENCE

- Longboat Key Fire Station #91, Longboat Key, FL
- Longboat Key Fire Station #92, Longboat Key, FL
- Charlotte County Flight Training Facility, Punta Gorda, FL
- Charlotte County Jail Infirmary, Punta Gorda, FL
- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**
- Shell Creek WTP Admin. Building, Punta Gorda, FL
- Charlotte Sports Park Renovations, Port Charlotte, FL
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**
- Pasco County Three Separate Fire Stations, Pasco County, FL*

**Individual Project Experience*

HIGHLIGHTED PROJECTS

Charlotte County Jail Expansion, Phase I
Punta Gorda, FL
$11 million, 13,525 s.f. work release, 4,889 s.f. video visitation building, 3,750 s.f. training / armory and 4,128 s.f. maintenance building.

Charlotte County Jail Expansion, Phase II
Punta Gorda, FL
$42 million, 165,000; Addition of 548 beds, new expanded intake/booking area and additional housing pods (136,982 s.f.) and the successful replacement of the existing Electronic Security Control System while the existing jail remained operational.

Wharton-Smith, Inc. CONSTRUCTION GROUP

John Lyons, LEED AP BD+C

VP of Preconstruction Services

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

As Vice President of Preconstruction Services, John Lyons brings over 32 years of experience overseeing Wharton-Smith's Commercial Division Preconstruction Services Department. His responsibilities include the thorough review of contract documents, estimating the preliminary pricing of projects, and preparing Guaranteed Maximum Price (GMP) packages.

PERSONAL STATS

32 years of experience with estimating in the construction industry
B.S., Civil Engineering, University of Central Florida
LEED Accredited Professional Building Design + Construction

ADDITIONAL PROJECT EXPERIENCE

- Orange County Fire Station #63, Orlando, FL
- Orange County Fire Station #70, Orlando, FL
- Orange County Fire Station #33, Orlando, FL
- Orange County Fire Station #43, Orlando, FL
- Orange County Fire Station #56, Orlando, FL
- Orange County Fire Station #85, Orlando, FL
- Seminole County Sheriff's Office and Public Safety Building, Sanford, FL
- Osceola County Fire Station #64, Osceola County, FL

HIGHLIGHTED PROJECTS

Orlando Fire Station #1 Headquarters
Orlando, FL
$17.9 million, 60,000 s.f., 11-bay station houses 70 firefighters and includes administration space, as well as the special operations units, consisting of Arson and Bomb, Dive Team and Haz Mat.

Sanford Public Safety Complex
Sanford, FL
$16 million, 74,648 s.f., two-story concrete building and consists of both the Police and Fire Department Headquarters. Situated on over 6.5 acres, the Police Department includes over 40,000 square feet of office space, training facilities and laboratory/ processing areas. The Fire Department includes 18 beds, a rappel area, a five lane drive-thru Apparatus Bay, and the City's Emergency Operations Center.

Wharton-Smith, Inc. CONSTRUCTION GROUP

Tom Iarossi

Area Manager

- **Experience with proposed Facilities Project Manager, Gary Burdahl**
- **Experience with Fawley-Bryant**

ROLE AND EXPERTISE

Tom will oversee all preconstruction and construction services are provided to ensure the delivery of a successful project. He will work closely with all stakeholders including the County staff, user groups, and design team members to develop a detailed construction plan and ultimately execute it.

PERSONAL STATS

24 years of experience with estimating in the construction industry
Certified Building Contractor
Masters of Construction Management - University of Florida
BS in Business Marketing - Florida State University

ADDITIONAL PROJECT EXPERIENCE

- Federal Correctional Complex Coleman, Coleman, FL*
- Charlotte County Jail Security Fencing, Punta Gorda, FL
- Longboat Key Fire Station #91, Longboat Key, FL
- Longboat Key Fire Station #92, Longboat Key, FL
- USF Research Park, Tampa, FL*
- BayCare Headquarters, Tampa, FL*
- Charlotte County Community Development Center, Port Charlotte, FL
- Charlotte County Sheriff's District 3 Office & Evidence Building, Port Charlotte, FL **(with Fawley-Bryant)**
- Shell Creek WTP Admin. Building, Punta Gorda, FL
- Charlotte Sports Park Renovations, Port Charlotte, FL
- Charlotte County Justice Center, Punta Gorda, FL **(with Fawley-Bryant)**

*Individual Project Experience

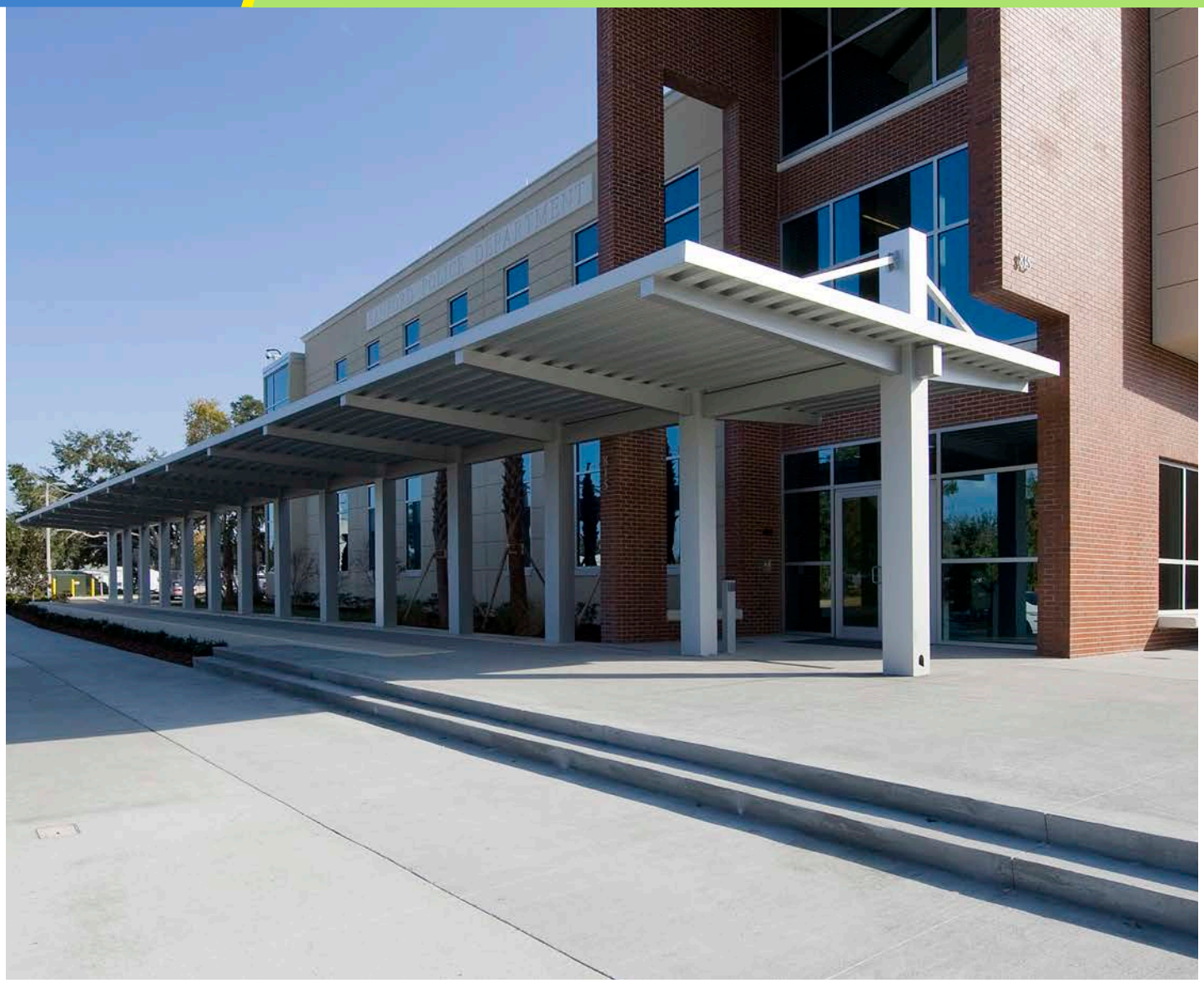
HIGHLIGHTED PROJECTS

Charlotte County Jail Infirmary
Punta Gorda, FL
$9 million, 24,000 s.f., new addition of a 128-bed infirmary. The multi-floor concept consists of an inmate clinic with exam rooms, pharmacy, and direct observation cells, just to name a few.

Charlotte County Flight Training Facility
Punta Gorda, FL
$492,000, Interior and exterior renovation of existing Hangar 115 to provide approximately 1,500 s.f. new office space and general refurbishment. New modular operations building of approximately 3,500 s.f. and 1.4 acre site development to support project needs.

Wharton-Smith, Inc. CONSTRUCTION GROUP

II: PROPOSED MANAGEMENT PLAN

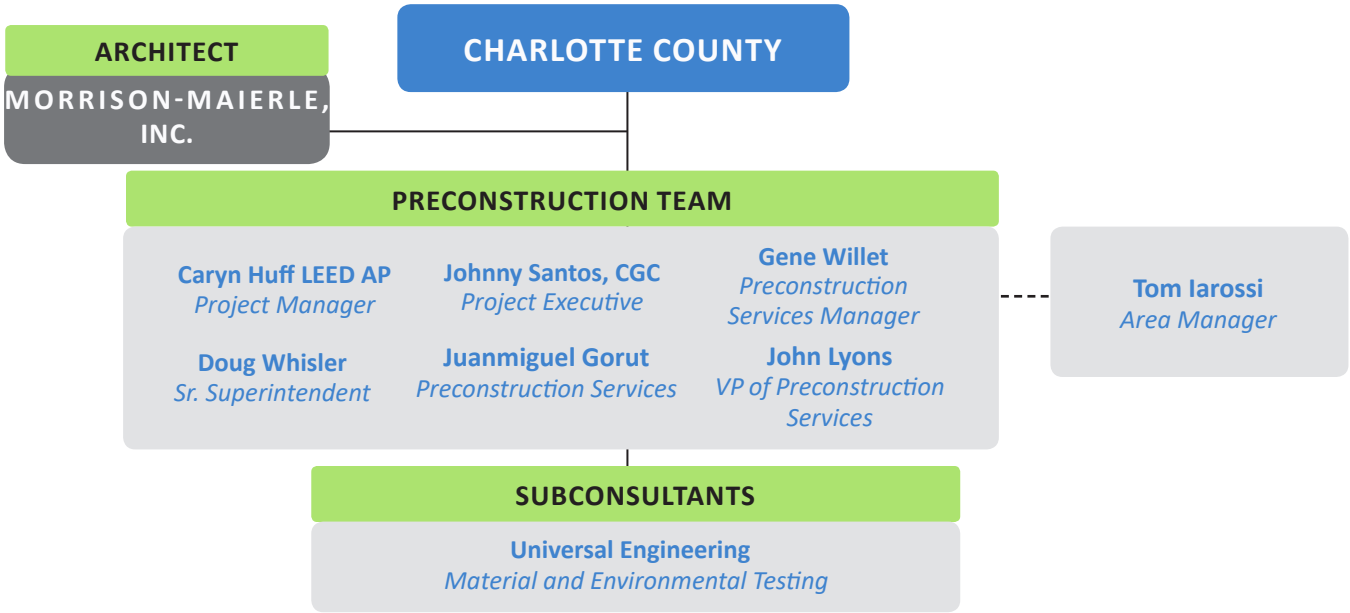


A. Team Organization

We have proposed a highly qualified team of construction professionals to successfully manage the Airport Rescue Fire Fighter Training Simulator Facility project for the County. Key staff members have been chosen for this project based on distinct qualifications in the required scope areas. Our team has significant experience in completing ***high profile projects*** for Charlotte County.

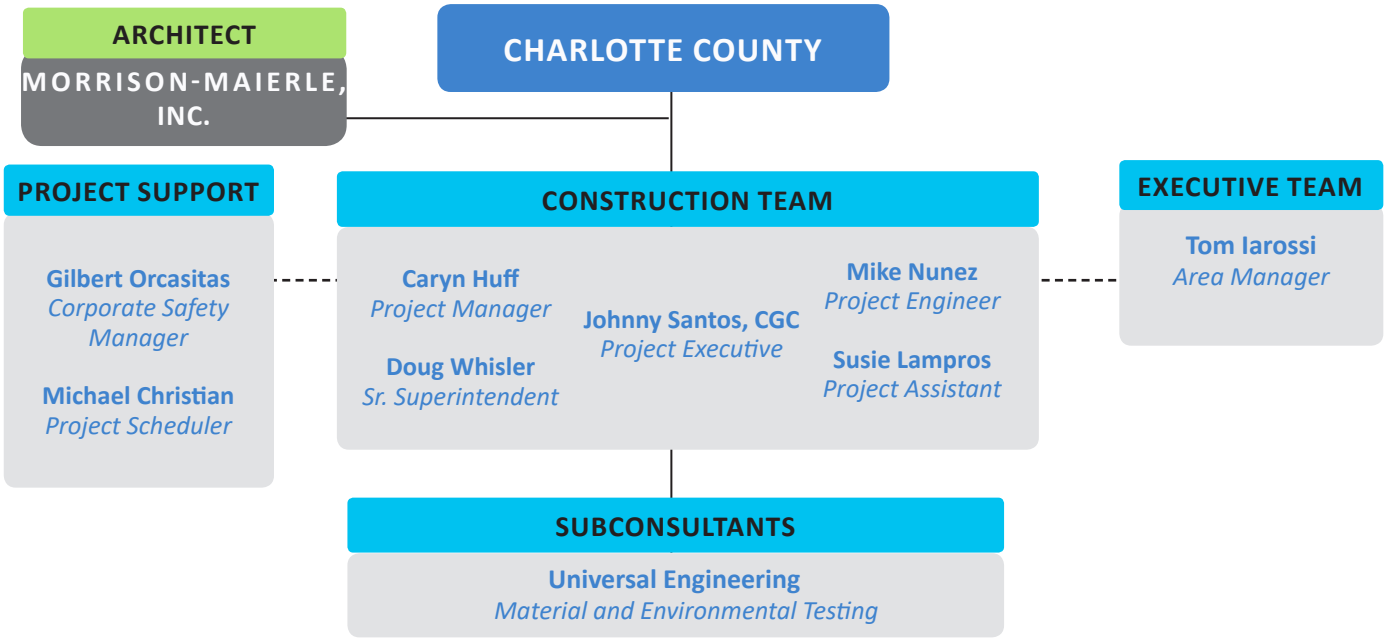
A1. Preconstruction Phase

Please refer below for the organizational structure of our team during the preconstruction phase.



A2. Construction Phase

Please refer below for the organizational structure of our team during the construction phase.



B. Management Plan

MANAGEMENT PLAN

1. Project Approval
Receive board approval
Sign contract, present project time line, and clarify scope

2. Initial Design Concept
Attend meetings with owner & design team to define project

3. Cost Estimates
Prepare preliminary cost estimates

4. Project Development
Work with design team regarding project cost & constructability

5. Prepare Initial Cost Estimates
Release documents to sub-contractors for bidding, prepare GMP

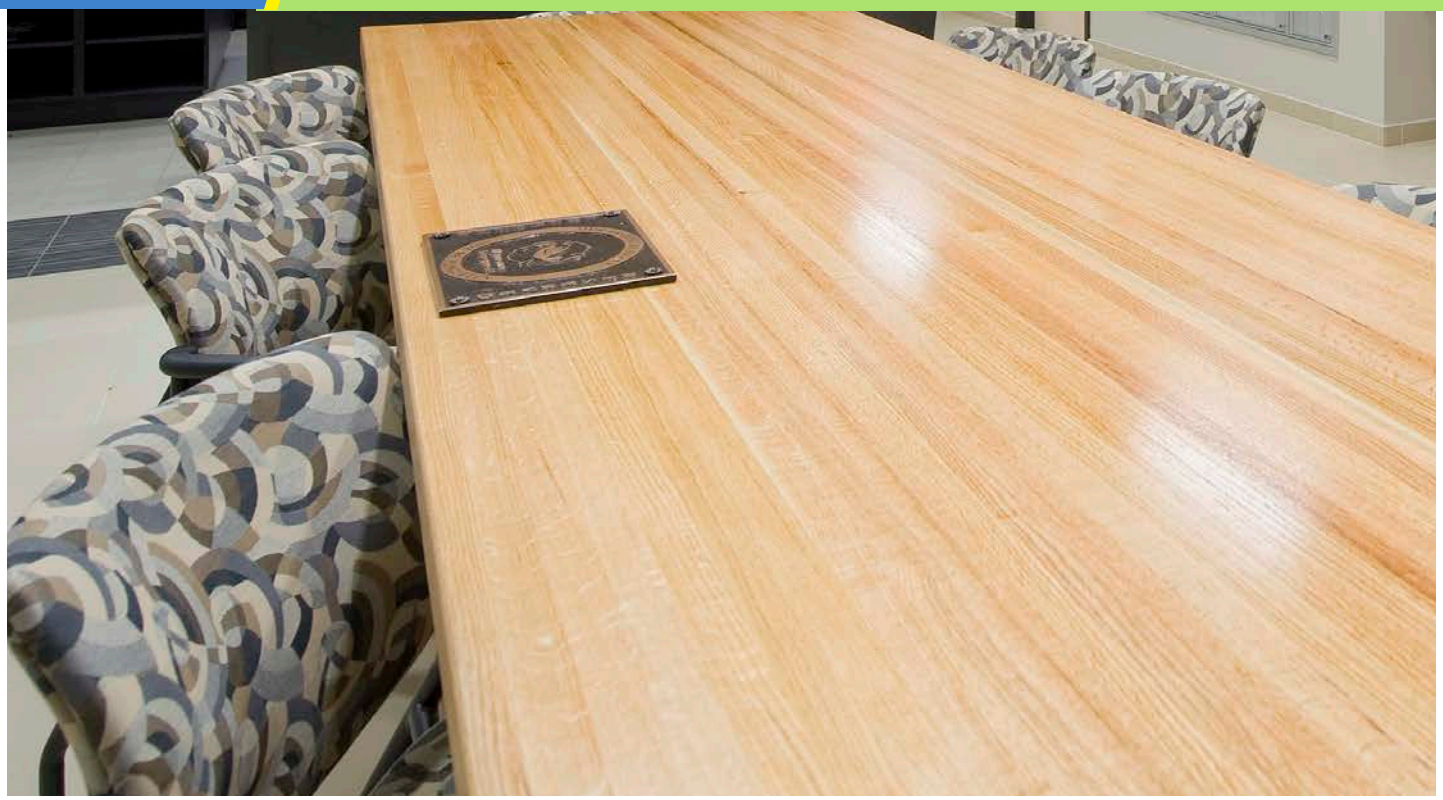
6. Project Buy-Out
Receive GMP approval, finalize scopes of work and subcontracts

7. Purchasing of Materials
Review and approve submittals, finalize construction schedule

8. Construction
Receive building permits, construct project

9. Closeout / Warranty
Project is completed
Present warranty for workmanship and turn project over to owner

III: PREVIOUS EXPERIENCE OF THE TEAM PROPOSED FOR THIS PROJECT



Charlotte County Jail Infirmary

The Wharton-Smith advantage

The vast majority of Wharton-Smith's experience is with CM at Risk projects. Wharton-Smith understands the services necessary to complete a CM at Risk project in a timely and cost-effective manner and has consistently done so throughout the Southwest Florida region and across the state alike. We operate under the open-book principle with our GMP, and we understand the necessity for our staff to provide accurate updates on cost, value engineering, and scheduling during this project. Our experience has allowed us to develop sound procedures, identify qualified participating vendors, perform within expedited schedules, maintain involvement in all permitting, create standard bid package forms, understand early procurement needs, and provide quality work. Project status reports, schedule updates, phasing documents, and meeting minutes will provide the County and all stakeholders with updates and accurate information at all times.

As you will see on the following pages, our team has extensive experience with high profile community and numerous fire station projects, including fourteen Charlotte County fire stations. Our team is uniquely qualified for all of these planned service needs and the expertise they bring to the table will provide the stakeholders with the necessary assurance that we are the right contractor to make the Airport Rescue Fire Fighter Training Simulator Facility project a true success!

A. Describe Like Projects

Osceola County Overstreet Fire Station #64:

$4 million; Wharton-Smith provided preconstruction and construction management services on the new Overstreet Fire Station #64 for Osceola County. Delivered CM at Risk, the project includes a four-bay Fire Rescue station with kitchen, break area, living quarters, **training space**, and support areas for the Chief, Lieutenant and crew to support a 24-hour operational facility. Built on a 3.56-acre undeveloped site, the project included site preparation, stormwater retention ponds, underground utility infrastructure and new roadways.

City of Orlando Fire Station #1 Headquarters:

$17.9 million; Wharton-Smith, Inc. provided Design-Build services for the new construction of the City of Orlando's Fire Station Headquarters, located in the heart of downtown Orlando. The 60,000 s.f., 11-bay station houses 70 firefighters and includes administration space, as well as the special operations units, consisting of Arson and Bomb, Dive Team and Haz Mat. Fire Station #1 was designed and built to be energy efficient, utilizing various sustainable design and construction elements, and achieved LEED Gold Certification with the US Green Building Council.

Orange County Fire Station #33 & #34:

$2.3 million; Wharton-Smith provided Design-Build services on two new 6,500 s.f. fire stations for Orange County. The stations consisted of brick veneers over pre-cast panels and architectural metal roofs. These buildings were designed to meet a 140-mph wind load and include emergency generator supply for 100% of the building..

Orange County Fire Station #35:

$3.3 million; Wharton-Smith provided Preconstruction and Construction Management services for the new Orange County, Fire Station #35 project. The project included offices, living quarters, three (3) apparatus bays, a fuel island, and related site constuction, including roadway and parking spaces. The 11,000 s.f. fire station was designed and constructed for LEED Certification.

Ocoee Fire Station #1:

$2.4 million; Wharton-Smith, Inc. was the General Contractor for the new Main Fire Station project for the City of Ocoee. The 20,000 s.f., facility includes four apparatus bays capable of housing eight ladder trucks. The building sleeps up to 13 fire fighters, with provisions to handle up to 39 in shifts of three. A full service kitchen adjoins the break room equipped with a large screen TV, screened porch and a weight/exercise room. The main entry and reception area includes two-story vaulted ceilings and a **training center**, which can also be utilized as a Community Meeting place.

City of St. Cloud Fire Station #31:

$3.3 million; Wharton-Smith completed Preconstruction and Construction Management Services on a new fire station for the City of St. Cloud. Fire Station #31 is a 14,560 s.f., three-bay station and accommodating sleeping and living quarters for seven firefighters, plus **training** and administrative space. The station consists of concrete block and brick walls, roof trusses and standing seam roof structure and includes a sprinkler system and fire alarm system.

Orange County Fire Stations $55, #77, & #81:

Wharton-Smith was selected to perform both Preconstruction and Construction services for these three stations as a package award for Orange County. Station #55 was a $2.4 million project to construct an 8,200 SF, two-bay facility. Stations 77 and 78 were duplicate three-bay buildings that were each $2.8 M facilities over 9,700 SF. The stations consisted of concrete block and brick walls, roof trusses and standing seam roof structure and included a sprinkler system and fire alarm system and all related site work within existing neighborhood communities.

Maitland Fire Station #45:

$2.3 million; Maitland Fire Station #45 is headquarters to the Maitland Fire Department's administration and #45 firefighters. The new 15,000 s.f., facility was constructed on a very tight site in the heart of Maitland and features a three-bay apparatus bay, air tank and fill room, mezzanine level for storage, sleeping quarters, a gourmet kitchen and dining room, administrative offices, and **training room**. Work included the demolition of the existing Fire Station and Police Station, site clearing, underground utilities, excavation and grading of a new retention pond, protection and preservation of a Centennial Oak Tree, reusing brick pavers for walkways and driveways, concrete parking lot, hardscape landscape, and irrigation. Fire Station #45 achieved LEED Certification with the US Green Building Council.

Kissimmee Fire Station #11:

$4.3 million; Wharton-Smith provided preconstruction and construction management services on the Fire Station #11 project for the City of Kissimmee. The station is a 16,291 s.f., 4-bay and includes a new four-lane drive through apparatus bay, space for administration, **training**, storage and distribution, and living quarters, as well as related site construction including roadway and parking spaces. This project is LEED Certified by the USGBC.

Sanford Public Safety Complex

Sanford, Florida

KEY RELEVANCIES

- ✓ Fire Fighter Training Elements
- ✓ Records Area
- ✓ Offices & Administrative Areas
- ✓ Built Using Sustainable Measures
- ✓ Same Team Members

"Wharton-Smith provided top notch preconstruction phase services critical to assisting design development within the City's project budget. They were very responsive to owner requested changes. Wharton-Smith did not compromise on quality and was able to deliver the project on time and on budget." – Nicholas Mcray, Sr. Project Manager, City of Sanford

The Sanford Public Safety Building is a two-story, 75,655 s.f., complex consisting of three buildings – a 44,000 s.f., Police Headquarters, five-bay Fire Department Headquarters and 850 s.f., Vehicular Museum Building joined together by a common secured corridor. Engineered and built to stand winds in excess of 150 mph, the structure also serves as an emergency operations center and hurricane shelter for the surrounding communities.

As construction manager for the high-profile project, Wharton-Smith worked diligently with the City of Sanford and neighboring residences and businesses within the Goldsboro community to keep everyone informed of possible disturbances throughout the project. The cutting-edge design and high-quality construction of the new complex has become a catalyst, inspiring new development and improvement within the historic neighborhood. ***Also included in the project was a rappelling tower which the Fire Department uses for training***.

Owner's Representative:	City of Sanford ▪ 300 North Park Avenue ▪ Sanford, FL 32771 ▪ P: 407.688.5070
Completion Date:	October 2010
Cost / Size of Project:	$16.5 million ▪ 74,648 s.f.
Firm's Responsibility:	Construction Management at Risk Services

Charlotte County Jail Infirmary

Punta Gorda, Florida

"The $9.8 million project weighed heavily on my shoulders. The Wharton-Smith staff provided unwavering leadership and management which made the project a success and more importantly, enjoyable"
–Major Earl A. Goodwyne III, Charlotte County Sheriff's Office

KEY RELEVANCIES

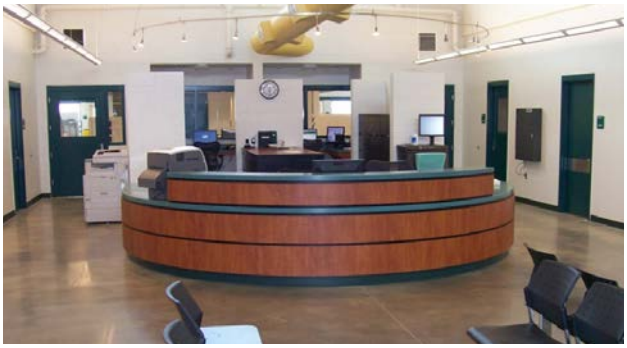
- ✓ Active Project Site
- ✓ High Security Project
- ✓ Same Team Members

Wharton-Smith was selected as the construction manager to provide preconstruction and construction services for a 128-bed infirmary to the Charlotte County Jail. The multi-floor concept consists of an inmate clinic with exam rooms, pharmacy, negative pressure isolation rooms, direct observation cells, mental health area, a dental area with exam stations, offices, records area, and storage. After the start of construction, the design team made several changes including adding windows to the cell pods of the infirmary. This project is a good example of project cost control. Additional cost needed to be taken into account for the windows, structural changes and engineering. Even with these changes, $200,000 was given back to the County at the end of the project.

Owner's Representative:	Charlotte County Government ▪ 18500 Murdock Cir. ▪ Port Charlotte, FL 33948 ▪ P 941.743.1906
Completion Date:	February 2018 (est.)
Cost / Size of Project:	$9.8 million (est.) ▪ 24,000 s.f.; 128 beds
Firm's Responsibility:	Construction Management at Risk Services

Charlotte County Jail Expansion – Phase I

Punta Gorda, Florida



KEY RELEVANCIES

- ✓ Adjacent Project Site
- ✓ Charlotte County Project
- ✓ Security Elements
- ✓ Same Team Members
- ✓ Training Areas

Johnny Santos and Gene Willett provided preconstruction services on the Phase I Expansion to the Charlotte County Jail. Phase I work included a new 13,525 s.f. Work Release Building for admitting inmates, a 4,889 s.f. Video Visitation Building which allowed the public to visit inmates without having to enter the jail, a 3,750 s.f. training/armory building, and a 4,128 s.f. maintenance building. The armory area was a specifically constructed section made for training exercises to be facilitated by the officer personnel. This area was used for training sessions on inmate extraction, riot procedures, and lockdowns, etc. to familiarize the staff with proper protocol in a mock setting.

> *"Johnny did an excellent job and was a vital asset during his tenure on the project. The project would not have been as successful without his participation."*
>
> -Roger Warner, Project Manager, Facilities Construction & Maintenance, Charlotte County

Owner's Representative: Charlotte County Government ▪ 18500 Murdock Cir. ▪ Port Charlotte, FL 33948 ▪ P 941.743.1906

Completion Date: October 2005

Cost / Size of Project: $9.9 million ▪ 170 acres

Firm's Responsibility: Individual Experience of Johnny Santos, Project Executive; Gene Willett, Preconstruction Services Manager

Charlotte County Jail Expansion – Phase II

Punta Gorda, Florida

KEY RELEVANCIES

- ✓ Adjacent Project Site
- ✓ Charlotte County Project
- ✓ Occupied Project Site
- ✓ Same Team Members

Johnny Santos served as Senior Project Manager and Gene Willett provided preconstruction services on the Phase II Expansion to the Charlotte County Jail. Phase II work included the addition of 548 beds, expansion to the intake/booking area, additional housing pods, emergency generator expansion, new emergency utility water and sewer system, and replacement of the Electronic Security Control System while the existing jail was operational. The armory area was a specifically constructed section made for training exercises to be facilitated by the officer personnel. This area was used for training sessions on inmate extraction, riot procedures, and lockdowns, etc. to familiarize the staff with proper protocol in a mock setting.

"Johnny was a key player throughout the construction process. He possesses the ultimate 'can do' attitude while taking on all tasks with a positive energy."
– Roger Warner, Project Manager, Facilities Construction & Maintenance, Charlotte County

Owner's Representative: Charlotte County Government ▪ 18500 Murdock Cir. ▪ Port Charlotte, FL 33948 ▪ P 941.743.1906

Completion Date: March 2010

Cost / Size of Project: $26 million ▪ 136,982 s.f.

Firm's Responsibility: Individual Experience of Johnny Santos, Project Executive; Gene Willett, Preconstruction Services Manager

Wharton-Smith, Inc. CONSTRUCTION GROUP

KEY RELEVANCIES

- ✓ Same Team Members
- ✓ Administrative Offices/Evidence Building
- ✓ New Construction
- ✓ High Profile Public Project
- ✓ Multiple End-Users
- ✓ Same Architect
- ✓ Training Rooms

New 16,574 s.f. Sheriff's Administration Building consisting of offices, conference and meeting rooms, fitness areas with room for expansion. New 24,565 s.f. Evidence Building consisting of new offices, ***training room,*** evidence vaults, evidence processing and cleaning rooms, new impound evidence bays with new backup generator and chiller plant to service the entire 20 acre site. The overall site is 60 acres with plans for future expansion.

Owner's Representative:	Charlotte County, FL ▪ 18500 Murdock Circle, Bldg D ▪ Port Charlotte, FL 33948 ▪ P 941.764.4130
Completion Date:	In Progress
Cost / Size of Project:	$11.2 million ▪ 41,190 s.f.
Firm's Responsibility:	Construction Management Services

Charlotte County Emergency Operations Center

Port Charlotte, Florida

KEY RELEVANCIES

- ✓ Adjacent Project Site
- ✓ Fire Fighter Training Facility
- ✓ Administrative Offices
- ✓ New Construction
- ✓ High Profile Public Project
- ✓ Multiple End-Users
- ✓ Same Team Members

Doug Whisler served as Sr. Superintendent for the Charlotte County Emergency Operations Center. He helped provide construction of a new public safety building to house ***Fire/EMS administration and training***, County EOC/Emergency Management, 911/211, and selected Sheriff 's administrative personnel. The project included (6) full length equipment bays with overhead automatic doors at each end, and two (2) full length air conditioned bays for staff, work shop, tools/parts and storage in the middle bays. There are training rooms on the second flood used for the firefighters. ***Provisions were made for the training tower, fire hydrant, and other training elements behind the building. There is also rappel training from the top to the bottom, burn/smoke training with relief doors, and other numerous fire training elements.*** The building was designed utilizing tilt-wall construction and is located in the same complex as the jail, vehicle maintenance and fire training facilities.

Owner's Representative:	Charlotte County, FL ▪ 18500 Murdock Circle, Bldg D ▪ Port Charlotte, FL 33948 ▪ P 941.764.4130
Completion Date:	June 2007
Cost / Size of Project:	$16 million ▪ 50,000 s.f.
Firm's Responsibility:	Individual experience of Doug Whisler, Senior Superintendent

Wharton-Smith, Inc. CONSTRUCTION GROUP

Our proposed team brings with them a unique synergy of not only being familiar with Charlotte County's policies and procedures, but also with one another, as demonstrated in the Charlotte County Jail Infirmary, which means no learning curve and a seamless delivery of your project. Additionally, our team has worked with the proposed subconsultant on numerous projects in Charlotte County, two of which are the Charlotte County Jail Expansion and the Charlotte County District 3 Sheriff's Office.

Charlotte County Jail Infirmary

B. Permitting Experience with Fire Training Facilities

We have developed a highly efficient method for meeting regulatory requirements. By determining all permitting/approval requirements early in the process, we can customize a plan to obtain permitting/approvals in the most expeditious manner. In the beginning stages of the project, we quickly identify and address any issues that may require special attention. We work with regulatory agencies to agree on requirements and permit schedule durations. When possible, informal pre-submittal review meetings are held with permitting officials to obtain valuable input. Early and open dialogue with all required agencies aids in expediting the permitting process and is a good defense against surprises during permitting and construction. ***Additionally, our team is well versed with the requirements of the FAA AC 150/5520-17B Aircraft Rescue document.***

Our Senior Superintendent, Doug Whisler, permitted all utilities and the infrastructure leading to the parcel of land that the Airport Rescue and Fire Fighter Training Simulator Facility will be constructed on and has worked through the permitting process on numerous fire stations throughout Charlotte County.

Our Project Manager, Caryn Huff and our Senior Superintendent, Doug Whisler, have also been involved in numerous projects that required specialized environmental permitting. These include everything from complex FDEP coastal control line permits, gopher tortoise relocation, scrub jay mitigation as well as septic permitting. As local construction professionals for 25 years, there are not many permitting situations Caryn and Doug have not encountered.

C. Working with Designers Keeping the Project Within Fixed Budget

At Wharton-Smith, we understand that one of the most critical phases of Construction Management takes place early in the development of the project. While the program is being developed and the design is only a concept, this is the best opportunity to obtain the maximum value for each budget dollar. As the program is finalized and the design becomes developed, more effort is required by the project team to implement measures to ensure the budget is maintained.

Due to our extensive experience with fire station projects, and the entire team's experience and familiarity with Fawley-Bryant Architecture, our efforts will be immediately directed to understanding the project program and the current design so that we can be immediately productive in lieu of enduring the learning curve that often slows the font-end efforts of a project where a Contractor and Architect are unfamiliar with one-another. The first step is to perform a cost estimate, as estimating the project is often the best way of identifying the “why” of the project cost, to ensure the projects stay within the established budget.

Our team of commercial construction professionals both in Charlotte County and throughout the Southeast work with each other and share our experiences to build quality projects of all sizes and to respect each Owner and their budgetary restraints. Our direct experience working with the Architect for this project will prove to be a vital component of the project's success. We strive to become your contractor of choice with knowledgeable people who have the experience and desire to provide the best construction experience to our Owners. In recognizing that this commitment takes many steps to succeed the following phases of the construction process are part of every project and will be part of the Airport Rescue & Fire Fighter Training Simulator Facility. Our process can be reviewed on the next page.

BUDGETING PROCESS

Phase I: Participation in All Design Meetings

- Review current design & program documents.
- Suggest ideas to enhance overall design.
- Identify existing conditions that could hinder and/or improve the project.
- Formulate plans for improvement or alternate ideas.
- Understanding of FAA 150/5520-17B

Phase II: "Needs" Versus "Wants"

- Identify "needs " vs "wants" to maintain an affordable project.
- Prioritize those needs and wants.
- Construct a cost model to align budget and schedule with identified needs.
- Examine cost/design effects of the "need" or "want".
- Decide on which "needs" can be constructed within the budget.

Phase III: Real Time Estimating

- Following prioritization of the customer's needs, provide accurate estimating.
- Value-engineer alternatives to lower costs.
- Ensure the project stays within the proposed budget.

Phase IV: Informal Design Review

- Provide feedback on all recommended products and materials.
- Consider the impact of the design on cost, materials, and availability.

Phase V: Constructability Review

- Review the plans and specifications to be sure that the design can be economically constructed.
- Provide input on means and methods of proposed construction.

Phase VI: Formal Design Reviews

- Perform detailed design review.
- Compare data collected in team meetings and identify conflicts or gaps.
- Confirm project estimate based on final design.

D. State Grant Funded Projects

Our team is familiar with working on projects that are funded through grants provided by the state. For example, on the City of Sanford Public Safety Complex, a grant was used for the hardening of the facility. We have used the following reporting methods in the past and are prepared to do the same for this project:

- Reporting Support and Documentation.
- Progress and Financial Reports.
- Compliance with the Federal Funding Accountability and Transparency Act of 2006.
- Collect data on the outputs and impacts of their activities.
- Perform single or program-specific audits in accordance with the requirements.

E. Fast-Track Project Meeting Grant Deadlines

Wharton-Smith has experience successfully fast-tracking projects in the past. Listed below are the different tactics we have employed to meet fast-track deadlines:

- **GMP Estimate:** While documents are being reviewed for permitting, Wharton-Smith's preconstruction team will begin pricing the projects. If any changes are submitted after permitting reviews, Wharton-Smith will price and review with the owner for input. Wharton-Smith will allot a contingency amount for anticipated changes and the amount that is not used is then returned to the Owner as savings.
- **Early release of site and structural design packages:** Wharton-Smith will work to secure any design documents that can be completed and submitted for permitting/construction review earlier than the complete design package. Such documents include site work, underground utilities, piping, etc. If approved early, construction can begin on those items while the remaining portions of the design are being completed.
- **Phasing:** Wharton-Smith will review the design development to determine whether the project can be conducted in phases. If this is the case, our design-build team will split the project into the necessary phases with approval of the Owner. The construction team can begin on Phase 1 while Phase 2 design is being completed; begin on Phase 2 while Phase 3 design is being completed, and so forth.
- **Secure long lead items:** During design development, the team will evaluate the systems and equipment components required for the project and identify all long lead items that could be bid separately and early. The designers will put together technical specifications and project schedules to allow for the creating of bid packages by Wharton-Smith, which could result in an early pricing submittal to the Owner for approval.
- **Early procurement of necessary equipment:** During the early design phases, the required site permitting will be evaluated by the team to determine what agencies will have jurisdiction over the project. The overall goal is to accelerate the site design to allow for submittal once the overall building / structure / system design reaches approximately 60% completion. If site modifications result after the initial submittal, these changes can be incorporated as a letter modification or as as-built documentation and certification.

The above mentioned ways of fast-tracking a project before design documents are 100% complete will insure that additional contingency is not needed, and without running into the risk of work that would need to be redone after final completion of the design documents. Our prior experience with grant funded projects will aid in the fast-track process.

IV: PROJECT CONTROL

A. Schedule

A1. What Techniques are Planned Assuring Schedule is Met?

The project schedule is a living document that serves as a valuable tool to the project team. Fast paced projects with diverse construction can only be successful with an accurate and useful schedule. Identification of the critical path and other important time limitations are impossible without an effective and current schedule. Our scheduling is performed in-house by our experienced staff of project schedulers and project staff. Wharton-Smith uses **Primavera© P6** for computer-generated project Critical Path Method scheduling.

Step 1: The development of the baseline schedule is the crucial first step. The schedule is inclusive of all project phases including pre-construction (constructability reviews and value engineering), permitting, bidding and procurement, close-out, and ultimately turnover. **Our Project Manager, Caryn Huff, LEED AP, and Sr. Superintendent, Doug Whisler, will begin the planning process by preparing an overall master schedule** to effectively sequence the areas of work. Each of these areas will be further broken down into activities to define the work logic and duration. Milestones are set to focus on interim goals throughout the project. Some of these milestones include: Completion of Design, Notice to Proceed (NTP), permanent power available to the facilities, Substantial Completion, Final Completion, and Owner/User Move-in. This schedule is developed during preconstruction and used in the GMP.

Step 2: Weekly meetings to accurately update the overall project schedule. The daily reports, subcontractor input, and field reviews are used to update the work in place and job progress. Actual start dates, finish dates, or remaining durations are confirmed during the update. The project team can log into database files remotely to allow instantaneous updating from the field. This real-time updating is shared with the field management and subcontractors to aid in planning and decision making. After each update, we distribute copies of the project schedule to all subcontractors so they can incorporate these updates into their work plans. The critical path of work is monitored throughout the project to ensure all tasks are kept on track.

Step 3: Our project superintendent will create and manage a three-week look-ahead schedule that is updated each week as well as daily activities and goals for all trades. This schedule includes more detailed breakdown and confirms materials are on-site or due on-site in order to accomplish the work goals. This schedule is developed with the subcontractors input during the weekly Subcontractor Coordination Meeting.

Step 4: During the close-out phase of the project the schedule remains in continual use and is quite useful in scheduling many of the final project activities. These activities typically consist of the various witnessed testing phases that are required as a project comes to an end and the project is eventually handed over to the Owner. However, the schedule is also a great tool in scheduling such items as Owner training and Operation and Maintenance (O&M) manuals.

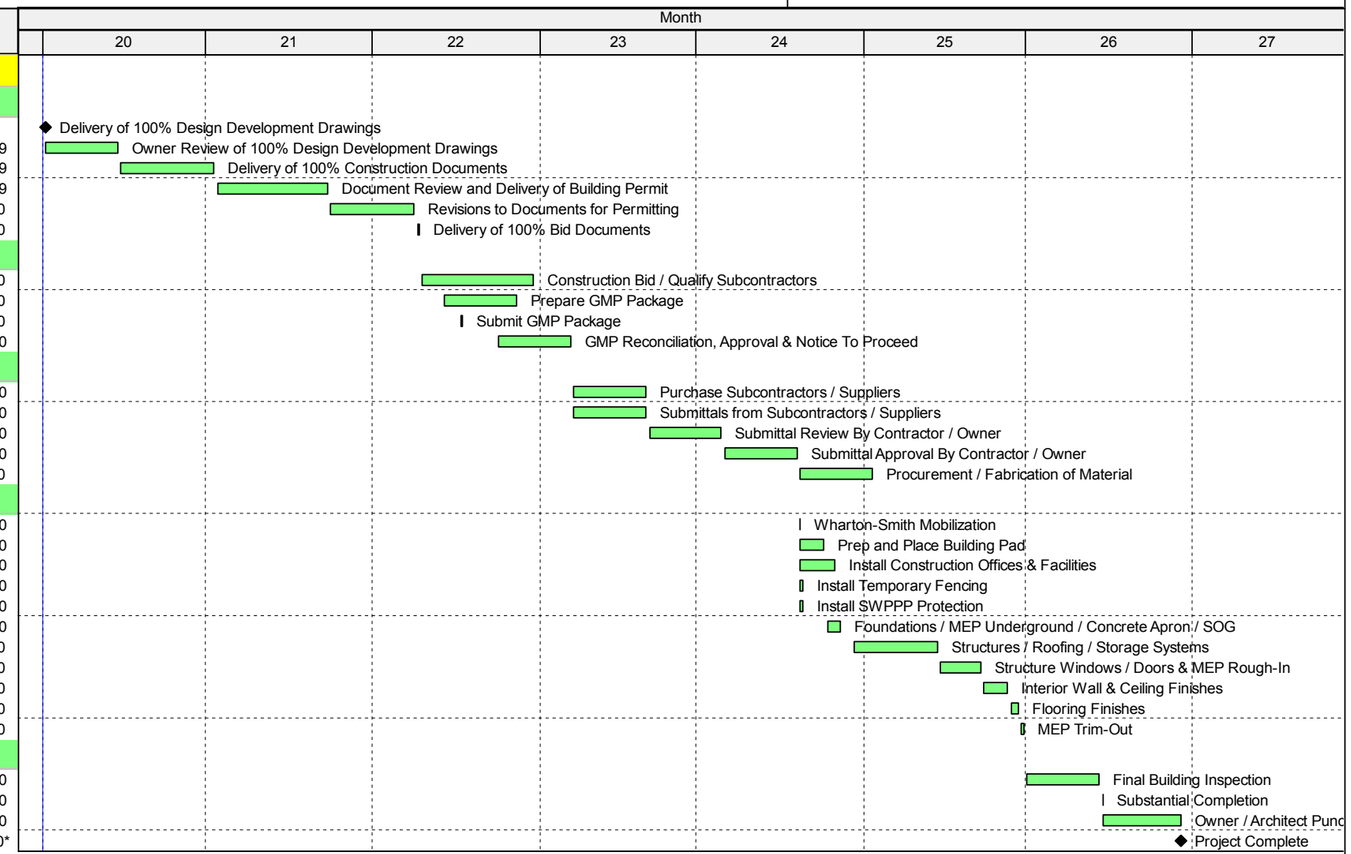
The schedule is the mechanism that will initiate the discussion, review, agreement, and planning of the project sequence by the entire project team. This approach allows us to utilize the schedule, not only as a tool to update and forecast timelines, but also to resolve potential delays and conflicts. This joint approach benefits all parties with the common goal of providing a successful project and it has served Wharton-Smith well on all our projects.

On the following page, please find a sample schedule and the logistics layout for the Airport Rescue Fire Fighter Training Simulator Facility project.

Charlotte County
ARFF Training Simulator Facility

Project ID: BCS-01
Run 10-Apr-19 at 16:21

Activity Name	Original Duration	Remaining Duration	Start	Finish
ARFF Training Sim Facility - PreCon				
DESIGN DEVELOPMENT				
Delivery of 100% Design Development Drawings	0	0	01-Nov-19*	
Owner Review of 100% Design Development Draw	10	10	01-Nov-19	14-Nov-19
Delivery of 100% Construction Documents	10	10	15-Nov-19	02-Dec-19
Document Review and Delivery of Building Permit	15	15	03-Dec-19	23-Dec-19
Revisions to Documents for Permitting	10	10	24-Dec-19	08-Jan-20
Delivery of 100% Bid Documents	1	1	09-Jan-20	09-Jan-20
ADMINISTRATIVE ACTIVITIES				
Construction Bid / Qualify Subcontractors	15	15	10-Jan-20	30-Jan-20
Prepare GMP Package	10	10	14-Jan-20	27-Jan-20
Submit GMP Package	1	1	17-Jan-20	17-Jan-20
GMP Reconciliation, Approval & Notice To Proceed	10	10	24-Jan-20	06-Feb-20
SUBMITTALS & PROCUREMENT				
Purchase Subcontractors / Suppliers	10	10	07-Feb-20	20-Feb-20
Submittals from Subcontractors / Suppliers	10	10	07-Feb-20	20-Feb-20
Submittal Review By Contractor / Owner	10	10	21-Feb-20	05-Mar-20
Submittal Approval By Contractor / Owner	10	10	06-Mar-20	19-Mar-20
Procurement / Fabrication of Material	10	10	20-Mar-20	02-Apr-20
CONSTRUCTION ACTIVITIES				
Wharton-Smith Mobilization	0	0	20-Mar-20	20-Mar-20
Prep and Place Building Pad	3	3	20-Mar-20	24-Mar-20
Install Construction Offices & Facilities	5	5	20-Mar-20	26-Mar-20
Install Temporary Fencing	1	1	20-Mar-20	20-Mar-20
Install SWPPP Protection	1	1	20-Mar-20	20-Mar-20
Foundations / MEP Underground / Concrete Apron	3	3	25-Mar-20	27-Mar-20
Structures / Roofing / Storage Systems	12	12	30-Mar-20	14-Apr-20
Structure Windows / Doors & MEP Rough-In	6	6	15-Apr-20	22-Apr-20
Interior Wall & Ceiling Finishes	3	3	23-Apr-20	27-Apr-20
Flooring Finishes	2	2	28-Apr-20	29-Apr-20
MEP Trim-Out	1	1	30-Apr-20	30-Apr-20
FINAL INSPECTIONS & COMPLETION				
Final Building Inspection	10	10	01-May-20	14-May-20
Substantial Completion	0	0	15-May-20	15-May-20
Owner / Architect Punchlist	10	10	15-May-20	29-May-20
Project Complete	0	0		29-May-20*



Actual Work | Critical Remaining Work | Remaining Work | ◆ Milestone

Page 1 of 1

TASK filter: All Activities

Wharton-Smith, Inc. CONSTRUCTION GROUP

Construction Office
Laydown Area
Construction Parking
ARFF Trng Sim Facility
Fire Training Tower
Vehicle Maintenance
E.O.C.
Jail Expansion
Jail
Infirmary

A2. Who Will be Responsible in Assuring the Schedule is Met?

Our entire project team works together to manage the schedule, however, our construction Project Manager, Caryn Huff and Sr. Superintendent, Doug Whisler, are responsible for assuring the schedule is met.

B. Cost

B1. What Cost Control Techniques are Planned?

Every project is unique and requires a specific approach in order to maximize the program for the budget dollars that are available. It will be Wharton-Smith's job to work the design team, not only during the design phase, but also during the bidding and construction phases in order to maximize the best value for the County.

Cost Tracking and Cost Control During Design

During the design phase, cost control is maintained by constantly measuring cost against the original budget. Our Preconstruction Services Manager, Gene Willett will work directly with the County and the design team to document any changes or savings ideas for the project, identify impacts to the schedule and construction costs, and develop new schedules and updated cost estimates. This will help the County make informed decisions in a timely manner. Pending Owner's expectations, we can provide budget estimates at the following stages of the project: Conceptual, Schematic, Design/Development, and Guaranteed Maximum Price (GMP).

In the CM at Risk delivery method, the GMP must be managed with an open book policy. This policy is one of the greatest advantages of CM at Risk. Open and honest communication allows financial decisions to be made jointly. Equally important, it allows financial records to be kept with complete transparency. This policy starts from the very first design cost estimate and is maintained through close-out.

The Cost Tracking system that our team implements involves the County every step of the way, and truly maintains the transparency for how the GMP is created, how it was administered and maintained, and how it is closed out. Wharton-Smith has been successfully completing CM at Risk projects since 1995. We are proud to say that we have never exceeded a GMP on any CM at Risk project. This result directly stems from the experienced personnel we have, the management systems we employ, and the relationships we build. The benefits of our Preconstruction Plan include:

- Open Book Policy – No hidden or internal cost
- Accurate Cost Estimates – Historically within 2% of construction cost – This means maximum project scope!
- Comprehensive Logistics Planning – Increase safety, increased efficiencies, reduced costs
- Comprehensive Scheduling – Includes design, owner equipment, construction and commissioning
- Comprehensive Design Reviews for Constructability – Increased quality control, reduced costs

Cost Control and Reporting During Construction

The Wharton-Smith team employs an organized system of controls to ensure that costs are managed and controlled during all project phases through construction completion. Our cost controls begin with understanding the County's program requirements, analyzing the overall project budget, and aligning it with our construction estimates.

For cost accounting, Wharton-Smith uses **Timberline** software to provide real-time cost analysis and reporting. Our on-site team will provide monthly Project Status Reports to all stakeholders. We can also trend costs to predict labor productivity using our labor variance reporting. This comprehensive reporting system includes the items on the next page.

- Monthly Cost Narrative – Describes the current construction cost estimate status of the project
- Cost Control Report – Describes the current cost and payment status for the project
- Project Accounting Report – Provides detailed accounting of all expenditures for the project

Value Engineering

Our team will incorporate value engineering during design to provide the most efficient, affordable and constructible facility possible. Value engineering employs life cycle analysis to ensure that all materials and operating systems will be long-life and low-maintenance. We thoroughly review items such as end-user costs for running the facility after construction. We will continue value engineering throughout construction, maintaining the highest quality standards and to ensure budget compliance, without jeopardizing the quality of the project.

> **"Your team led the difficult and complex redesign effort to produce a GMP for construction to be within our budget.** *Orange County has greatly benefited from the efforts and commitment from Wharton-Smith."*
>
> - Jody Strickland, Project Manager, Orange County, District 9 Medical Examiner's Office

One example of cost savings that our team has discovered is in relation to plan reviews. The documents call for plan reviews at Schematic, 30%, 60%, 90% and GMP. After meeting with the County, we would recommend dropping the official 30% review to assist with controlling cost. This recommendation is based on our previous experience with the local and regulatory agencies. For example, the Southwest Florida Water Management District (SWFWMD) will not perform a formal review of design development drawings until 60% completion. With this being the base, we suggest continuing to track scope adjustments through the schematic estimate until 60% development. Charlotte County would then achieve savings through not producing a 30% milestone deliverable.

B2. Demonstrate Ability to Meet Project Cost Control

Our team's cost control methodology has resulted in numerous successful projects where significant dollars were saved.

Charlotte County Jail Expansion

The Charlotte County Jail Expansion project had an original budget of approximately $40 million. Through the successful collaboration of our Project Executive, Johnny Santos, CGC, team members, the County and the end user, the team was able to secure all the needs and wants for the project and still return close to $2 million to the County at project completion. Additionally, the Charlotte County Jail Infirmary project had numerous design changes after the project was permitted. Even with these changes, the project was completed under budget with $200,000 being returned to the County at the end of the project.

B3. Who Will be Responsible for Cost Control

Our entire project team works together to manage cost control, however, the single point of contact, Project Manager, Caryn Huff, is responsible for assuring the budget is not exceeded.

C. Recent, Current and Projected Workload

Wharton-Smith has additional resources in a wide variety of disciplines available to meet the needs of the County for the Airport Rescue Fire Fighter Training Simulator Facility project. On the following page please find matrixes representing our number of staff, the availability of our proposed staff, and Wharton-Smith's current and projected workload.

Wharton-Smith Current and Projected Workload			
Name of Project Type/Owner	**% Complete**	**Completion Date (est.)**	**Contract Amount**
District 3 Evidence Building - Charlotte County	13%	08/2019	$11.3 M
Shell Creek WTP Admin Building - City of Punta Gorda	7%	03/2020	$2.9 M
Longboat Key Fire Stations #91 & #92 - Town of Longboat Key	Precon.	01/2020	$4.3 M
			TOTAL: $18.5 M

Wharton-Smith Employee Count			
Discipline	**Number of Employees**	**Discipline**	**Number of Employees**
Superintendents	85	Precon./Estimating	23
Foreman	47	Executive/Management	37
Safety	10	CADD/BIM	30
Project Managers	60	Accounting	16
Project Engineer	42	Administration	54
Trade/Craft	184	Interns	22
		TOTALS	**580**

The matrix below depicts the forecasted percentage of time/availability for each member to the Airport Rescue Fire Fighter Training Simulator Facility project during the preconstruction and construction phases.

Name/Title	Preconstruction	Construction
Tom Iarossi, Area Manager	10%	As Needed
Johnny Santos, Project Executive	20%	50%
Caryn Huff, Project Manager	35%	100%
Doug Whisler, Sr. Superintendent	25%	100%
Mike Nunez, Project Engineer	20%	100%
Susie Lampros, Project Assistant	20%	100%
Gene Willett, Precon. Manager	100%	As Needed
John Lyons, VP of Precon.	As Needed	As Needed
Juanmiguel Gorut, Precon. Services	As Needed	As Needed
Gilbert Orcasitas, Safety Manager	As Needed	As Needed
Michael Christian, Project Scheduler	As Needed	As Needed
Universal Engineering, Consultant	As Needed	As Needed

V: PRESENT PROPOSED APPROACH FOR THIS PROJECT

A. Proactive Approach to Constructability, Quality Assurance, Bidding, and Cost and Schedule Control

Wharton-Smith takes a proactive approach to our projects, as previously mentioned, by participating in design meetings, providing estimates early in the project, and developing construction schedules. Additional proactive measures that are taken include the following:

Constructability Reviews

The goal of constructability reviews is to minimize potential problems during project construction. If not properly addressed, these issues could result in change orders, claims and time extensions. The most beneficial time to perform a constructability review is prior to final completion of design (whenever possible) or prior to bidding the construction contract. Our in-house team of construction specialists along with our Project Executive Johnny Santos, Project Manager Caryn Huff, and our Sr. Superintendent, Doug Whisler, perform these reviews, which are structured to cover all aspects of construction related to the project, including:

- Inconsistencies between plans and specifications
- Limitations of access for work to be conducted
- Compatibility of materials
- Coordination of trades
- Sequencing and project scheduling

Quality Assurance and Control Plan

The Wharton-Smith team has a culture of responsibility that embeds quality awareness in all of our organizational processes. We are committed to quality control and quality assurance, customer satisfaction and continuous improvement.

Our formal Quality Management (QM) program includes the development of clear, quantifiable and measurable requirements. Our Quality Control staff will start by developing a plan tailored specifically for the Airport Rescue Fire Fighter Training Simulator Facility project. During preconstruction, project team meetings will be held regularly to discuss the constructability of the design details, compliance with material and product specifications, and sequencing of planned activities. Our team stresses a methodical step-by-step procedure focused on reporting mechanisms, which aim to resolve problems before they become critical – while keeping everyone involved with the project fully informed and fully aware of all issues at hand.

Wharton-Smith's extensive QM program will provide you with the knowledge, expectation and follow-through to ensure that a quality project is completed on time. Our high level of quality work is especially evident in the areas where we self-perform work. Our QM program focuses on constant feedback and improvement, as we track and perform work.

Some of the ways we will ensure quality during the construction phase includes

- Holding pre-task meetings with our subcontractors.
- Providing mock-ups in order to establish a level of quality.
- Performing independent testing of installed systems.

Throughout construction, our Project Manager, Caryn Huff, LEED AP, and Sr. Superintendent, Doug Whisler, will continually walk the project sites working with the architect, engineers, and end-user to ensure expectations of quality are exceeded. All materials unloaded on-site are inspected for completeness and construction quality from our suppliers. We recognize that quality work is the key to success on any project we undertake, and Wharton-Smith is committed to exceeding your expectations on this project.

Competitive Subcontracting Bid Strategy / GMP Development

Once the project moves from the design phase, it is our team's responsibility to develop the best competitive subcontracting and bid strategy for this project. We will prepare a list of best potential vendors and subcontractors suited for this pricing and construction delivery method. We will also focus on using as many local subcontractors on the project as possible through our community outreach program. By providing accurate, complete, and detailed bid instructions to the subcontractors we ensure there are no misunderstandings or unknown circumstances that would otherwise creep into the bids.

Orlando Fire Station #1

All the subcontractors bidding the project will be qualified to perform the work. Some of the factors we look at include:

- Subcontractors/vendors with local offices
- Successful past direct experience
- The design consultant's recommendation
- Manpower availability
- Bonding
- Past relevant experience
- Project staff
- Financial strength
- Insurance coverages

When subcontractors are pre-qualified correctly, the award process is simply the lowest responsive and complete bid. Our team has a database of over 3,200 prequalified subcontractors, which includes many southwest Florida firms. We will develop a list of potential subcontractors and suppliers for the project and provide it to the County for review and approval, prior to distribution of the bid documents. After the subcontractor and vendor list has been finalized, we will schedule pre-bid meetings and site visits, so that bidders can become familiar with the existing conditions. In order to maximize local participation on the project, we will evaluate which trade packages can be broken up into smaller packages in order to provide increased opportunities for smaller subcontractors that would otherwise not be able to handle a larger trade package. Multiple competitive bids will be solicited for each work trade on the project and a GMP will be developed and submitted to the County for approval.

After the GMP is approved, we will go through a process of scope verification and negotiations with the low bidders. A formal recommendation for the award of each subcontract will be submitted to the County for final approval. We will be looking for a lump sum price from the bidder in order to lock in a fixed price for the work. Our team will also identify owner direct purchase opportunities to save the County sales tax dollars that could be used for the project.

For cost control and schedule control, please refer to section four.

B. What Specialized Facility Construction Experience can Assist with this Project?

The ability to expect and plan for the unexpected separates the best contractors from the competition. It is in these critical moments the team in place either has the experience to draw upon and navigate through these obstacles to recover the schedule or ultimately risk failure. In review of the assigned scope for the Airport Rescue & Fire Fighter Training Simulator Facility one of the key elements is the permitting process in Charlotte County and understanding the surrounding infrastructure. Doug Whisler, our Senior Superintendent, was responsible for permitting and constructing the facilities lining the access road that include the Emergency Operations Center, the Vehicle Maintenance Facility and the infrastructure for the Fire Training Tower, as indicated on the aerial photo on the next page. Our team has recently completed the Charlotte County Jail Infirmary, adjacent to the Airport Rescue Fire Fighter Training Simulator Facility property. This project included numerous specialized systems that support the operation of the infirmary. Likewise, due to the location of the project, which was in close proximity to the airport, careful planning was required related to the site logistics. This same level of coordination will be upheld in the construction of the new Airport Rescue Fire Fighter Training Simulator Facility project.

Project Site Surroundings

Our Sr. Superintendent, Doug Whisler, has been directly involved with fourteen fire station projects as the general superintendent throughout the Southwest Florida region.

Project Manager, Caryn Huff, was responsible for implementing energy retrofits for all of the fire stations throughout Charlotte in her role as Project Manager for Charlotte County Facilities. Additionally, Caryn executed a county wide asset management program that included a detailed analysis of all county buildings including the fire stations, She is intimately familiar with the fire stations and their operations.

As indicated in the aerial above, our team has significant experience with working on public safety projects and is intimately familiar with the project site and its existing conditions.

Wharton-Smith will bring a multitude of experience, professionalism, and trained management and support staff as your contractor of choice on this project.

Charlotte County Fire Station #8

C. What Methods will you Employ to ensure Charlotte County Receives a Quality Project?

Quality control and quality assurance is the responsibility of all members of our project team. The team, along with all other staff assigned to this project, will oversee our program to ensure compliance with Wharton-Smith policy. In addition, Wharton-Smith has an in-house quality control department and an extensive quality control manual that is strictly adhered to. The quality control department ensures that the policies are being followed.

The quality of every project begin in the preconstruction phase. Our quality control program is designed to ensure the proper time is spent in planning each project. We have also listed below our quality control steps:

PRE-CONSTRUCTION PHASE

- Proactive scheduling
- Real-time budgets
- On-going value engineering

CONSTRUCTION PHASE

- Detailed mock-ups
- Quality control planning
- Stringent safety
- Accurate and transparent reporting

CLOSE OUT & WARRANTY PHASE

- Living punchlist
- Detailed closeout package
- Comprehensive warranty walk-throughs

Kissimmee Fire Station #11

Orange County Fire Station #55

VI: PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS

A. Describe the Project to Demonstrate

A1. Schedule and Cost Control

Scheduling Success – City of Sanford Public Safety Complex

City of Sanford Public Safety Complex

Wharton-Smith was challenged with completing the Public Safety Complex facility within a 14-month schedule, all while accommodating many significant unforeseen design changes regarding both the building and site. Our management team was faced with the first unforeseen issue regarding the condition of the existing soil while excavating the foundations. Proper compaction was not achievable due to an organic layer of soil throughout the entire site that was not indicated within the soil's report. As a result, 15 work days were lost due to soil remediation tasks that had to occur. Another design change occurred during the preparation of the 40,000+ s.f. of lightweight insulating concrete and bituminous roof installation. Upon review of the wind load calculations by the structural engineer, it was determined that the gauge of the corrugated metal had to be modified in various areas of the roof to accommodate the 150 mph building envelope wind load rating. In addition to the items noted, many finishes and interior layout items were adjusted and/or changed during the entire construction process, including the redesigned $32,000 Sequence of Operations packages, regarding the Emergency Response System that was added with two months left in the project schedule and the change in egress plan. Despite the challenges listed above, our team was able to complete the project on schedule.

Scheduling Success – Washington Correctional Institute Project

This project was a $41 million correctional expansion in Chipley, Florida. Due to the Hurricanes in 2005/2006 (particularly Hurricane Katrina) the project was severely challenged with a drastic reduction in available labor force for the area surrounding Northwest Florida as much of the labor in this area was sent to work in Alabama, Mississippi and New Orleans to aid in the relief efforts of the impact zone. Many of the contractors on the job were faced with the reality of importing labor from across the nation at an extreme premium while still requiring an extension in the schedule. In an overall effort to maintain schedule and cost, our proposed Project Executive Johnny Santos, CGC, and his team began to canvas the area for local contractors through various outreach efforts and utilization of their local network. Through these efforts, local contractors were ultimately found and supplemented on the job, thereby minimizing the would-be budget and schedule concerns to deliver a favorable end-product to the owner and various stakeholders.

Cost Control Success – University of Central Florida Bright House Networks Stadium

The Bright House Networks Stadium for the University of Central Florida was being constructed during a time when material prices were very volatile. In order to minimize risk due to escalation, some of the most volatile materials were purchased early on and stored on-site in order to avert cost escalation. In some cases, we needed to go to alternate materials in order to avert the spikes in material cost. One example of this was the concourse surfacing. The price of asphalt spiked, whereby it was more economical to install concrete paving. We were very successful at averting these spikes in escalation due to early purchasing and alternate material selections. Sequencing of the work for the project was also critical. The roof design for all of the inner concourse buildings was hollow core planks. All of the buildings had to be constructed prior to the stadium seating steel erection, otherwise we would have lost our opportunity to utilize the hollow core. Work sequencing and the buy in of our subcontractors was critical to the cost control success of the project.

Cost Control Success – Charlotte County Jail Expansion

Due to the specific nature and requirements of construction in the public sector sometimes there is a need to reevaluate the ideal construction approach based on the initial design in order to better meet the needs of the given facility and end-users. As construction managers we feel it is our responsibility to manage this process in order to minimize additional costs and/or delays to the project schedule. By working with the design team, the jail staff and the owner's representative in a collaborative forum, our proposed Project Executive Johnny Santos, CGC, was able to establish a priority listing of scope needs in addition to potential value engineering items that could be used to offset any unforeseen conditions discovered along the way. Then as the sequence of work progressed, Johnny administered the community use of a Construction Authorization (CA) Log. The CA log enabled the entire team to actively track, prioritize and maintain any potential changes on a weekly basis. The CA process was successfully administered on the previous Charlotte County Jail Expansion and played a vital role in maintaining the budget and ultimately allowing for a $2 million savings to the County. In addition to maintaining the change management process, the CA log assisted the architect in identifying any need for design changes. This collaborative approach thereby promoted open communication throughout the team, and allowed for real-time re-prioritization of events as they occurred to preserve the overall design intent. This same process simultaneously helped to mitigate any potential schedule delays otherwise associated with these discoveries.

A2. Any Additional Construction Costs Caused by Design Deficiencies, Not Program Changes.

Design Deficiencies – University of Central (UCF) Florida Biomolecular Sciences Renovations

During preconstruction of the Biomolecular Sciences Building Renovation project for UCF, Wharton-Smith identified there was a problem with the amount of above ceiling space available for the mechanical work. The floor to floor elevations could not be increased due to the new Annex having to tie into the existing floor elevations of the renovation building and the architect was not willing to compromise the ceiling heights of the new Annex. The original design utilized structural steel. The depth of the beams restricted the amount of usable space that could be utilized for the installation of above ceiling MEP. By being proactive during preconstruction, we were able to identify a problem early on, make a recommendation to go with reinforced concrete, and avoid a problem later on during construction that could have impacted both schedule and cost.

UCF Biomolecular Sciences Building

Design Deficiencies – Baycare Headquarters

For our proposed Area Manager Tom Iarossi, on the Baycare Headquarters job, a proprietary curtain wall system coupled with the regional wind zone criteria created a significant budget conflict for this project. The $6,000,000 building envelope came in at 25% over the assigned budget. Tom and his team implemented a design-assist effort with the curtain wall contractor to review the components of the project along with the manufacturer representative. After the team re-evaluated the manufacturer requirements with the contract specifications, they implemented a unitized version of the curtain wall system that conformed to both requirements. The system was glazed in the factory, which improved quality of the fabrication and water tightness. The panelized system was installed in half the time in the field and saved significant costs. In the spirit of partnering, the curtain team pulled together and eliminated 80% of the would-be budget overage. The client was very pleased with the results and the project schedule moved ahead as planned.

A3. Construction Problems and Corrective Resolution.

Corrective Resolution – USF Sun Dome Arena Renovations

As with every renovation, or new construction with associated tie-ins, unforeseen conditions will undoubtedly arise through the course of construction. The team that remains flexible and anticipates these interruptions to what would otherwise be the ideal workflow, is going to be the team that ultimately delivers a project like the Airport Rescue Fire Fighter Training Simulator Facility project to the finish line. Our team has the experience and knowledge in completing CM at Risk jobs of large size and scope to forecast the unforeseen and quickly make adjustments around them to maintain the schedule regardless of the cause. For example, in working through the renovations at the Sun Dome for the University of South Florida, our proposed Area Manager, Tom Iarossi and his team quickly encountered existing hazardous material at the concourse level that effectively shutdown the planned demolition efforts for 77 days. From the moment demolition activities were completed, the team worked 7 days/week and 24 hours/day for five months until final inspections were received. Shift work was implemented to take advantage of trade access, and over 1,000 man hours were recorded in an effort to be completely on-time and within USF and the team's required quality standards. It was only due to the team's innovative approach to the schedule by working two flow lines, that the team was able to alter the planned workflow at the concourse level to other areas of select demolition to absorb the delay with no schedule or financial impact to the owner.

Corrective Resolution – University of Central Florida J. T. Washington Plaza

For UCF, the J.T. Washington Plaza project had existing clay tile pavers that our team needed to match in order to fill in areas where planters were removed to improve the circulation space of this area. Samples of the pavers were provided to UCF for review and were approved for use on the project. At the time of installation, the brick tiles appeared to be cupped and had varying shapes, due to the manufacturing process. The installers made every effort to install the product to have a consistent appearance at the areas already installed within the building (which had traits of the same manufacturing conditions). Due to the inconsistency of the clay tile pavers it was obvious that the installation was not going to be acceptable to UCF or to Wharton-Smith. Rather than trying to rework the areas and sell something that UCF was not going to be satisfied with, we proposed removing and replacing the entire previously installed area utilizing an alternate quarry tile product. We worked out an agreement with our subcontractor to remove the clay tile paver area in question and to reinstall the alternate quarry tile product purchased by Wharton-Smith. The result of this action provided UCF with an end product that they were very satisfied with and that did not cost them any additional money. This action also resulted in Wharton-Smith getting additional work opportunities with UCF and preserving our relationship with the subcontractor.

UCF J.T. Washington Plaza

A4. Teaming with Design Consultant in Scoping Project. Experience with the Architect

Wharton-Smith has extensive experience working with Fawley-Bryant Architecture in Charlotte County. Most recently we completed with Justice Center Forensic Analysis with Fawley-Bryant and we are currently working with them on the Charlotte County Sheriff's District 3 project. At Wharton-Smith, we understand that one of the most critical phases of Construction Management takes place early in the development of the project. Before the project is designed, while the program is being developed and the design is only a concept, is the best opportunity to obtain the maximum value for each budget dollar. As the program is finalized and the design becomes developed, more effort is required by the Project Team to identify and implement measures to ensure the budget is maintained. Our efforts will be immediately directed to understanding the project program and the current design so that we can be fully productive. The first step is to perform a cost estimate, as estimating the project is often the best way of identifying the “why” of the project cost, particularly for project to stay within the assigned budget.

Participation in All Design Meetings

With this in mind, Wharton-Smith recommends that our preconstruction team participates in every upcoming programming and design meeting. Our Project Manager will also attend, as required, to ensure both Preconstruction and Operations are dialed into the project status at all times. Prior to each meeting, we will review the most current design and program documents. Based on past experience, we will keep a sharp lookout for items we know will be required although not yet drawn. During the meeting, we listen to what is being said in order to understand how the written design may be influenced by the discussion, noting all items that may be a candidate for inclusion in the project.

Formal Design Reviews

At each design milestone, Wharton-Smith performs a detailed design review. We compare the drawings, narratives and or specifications with what we have noted in the Team meetings and identify conflicts or gaps. Often there are items that were discussed in the meetings that haven’t yet been incorporated into the drawings, but must be accounted for in the estimate. We ask questions and document the responses so that contingency is managed and guessing minimized. We ask the Project Team to define items, such as floor finishes, the “look” of a particular element, the specific air conditioning system, and other items that may “normally” be left to a later design phase. Our experience tells us that defining these items early nails down cost and give less opportunity for surprises in subsequent estimates.

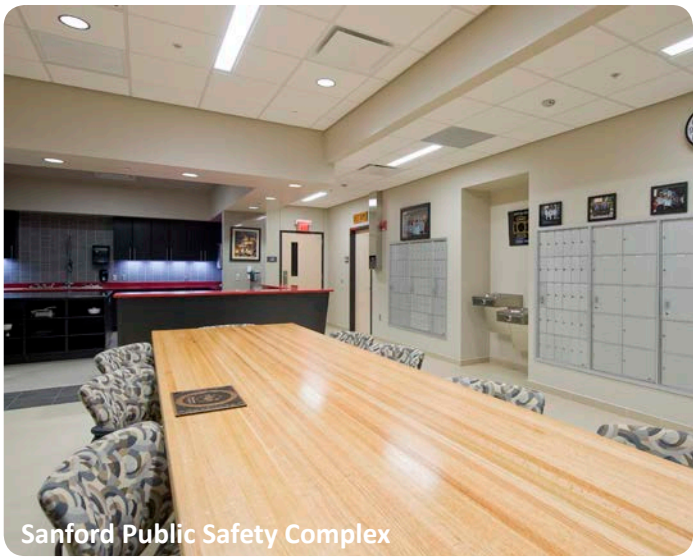
A written list of the review comments is submitted to the Project Team with each cost estimate. During subsequent reviews, we look back at the previous list to verify that the response has been incorporated into the current document set. Our working relationship with Fawley-Bryan will allow for a smoother process through scoping of the project and ultimately result in a seamless construction process.

Orange County Fire Station #35

Sanford Public Safety Complex

VII: EXPERIENCE AND CAPABILITIES

A. Working with Fire Training Facilities


Sanford Public Safety Complex

Our collective team has over 30 years of experience providing quality building construction services for public and municipal clients. Our team's strong depth of experience with government facility projects throughout the State of Florida range from small renovation projects under $1 million to multi-phased renovation/remodeling projects and new construction of courthouses, public safety buildings, city halls, fire stations, and police headquarter complexes in excess of $20 million. Examples of valuable experiences with similar projects that the team proposed proudly brings to the table include the Seminole State College Center for Public Safety with general purpose smart classrooms, high-technology classrooms suitable for distance learning and computer-mediated instruction, ***specialty training and simulation lab spaces in support of the College's Fire Science, Criminal Justice and Paramedic programs***, faculty and staff offices, and storage; Maitland Fire Station #45, a new facility was constructed on a very tight site in the heart of Maitland and features a three-bay apparatus bay, air tank and fill room, mezzanine level for storage, sleeping quarters, a gourmet kitchen and dining room, administrative offices, ***rappelling tower to train the fire department and training room.***

- Sanford Public Safety Complex
- Maitland Fire Station #45
- City of St. Cloud Fire Station #31
- City of Orlando Fire Station #1 Headquarters
- Charlotte County Community Development Center
- Charlotte County Sheriff's District 3 Office
- Charlotte County Justice Center
- Charlotte County Historic Courthouse
- Charlotte County Public Safety Building
- Pinellas County Public Safety Facilities and Centralized Communications Center
- City of Orlando Emergency Operations Center Conversion

Our experience working with municipalities on projects within the government market sector, and particularly with projects that require continued operations, has taught us the importance of working with the owner and design team members to ensure the dignity of project commitments are held in place by creating optimal construction methods, organization, functionality and security throughout the construction phases. The goals of Charlotte County, requirements of complex building systems, and the necessity to pay attention to architectural details, form and function are essential. Cost management is also very important as these projects are typically state funded making it even more important that we are good stewards of the project funds. As construction manager it is our job to work closely with the owner and design team to ensure the project stays within the budget constraints while also achieving the best quality and value.

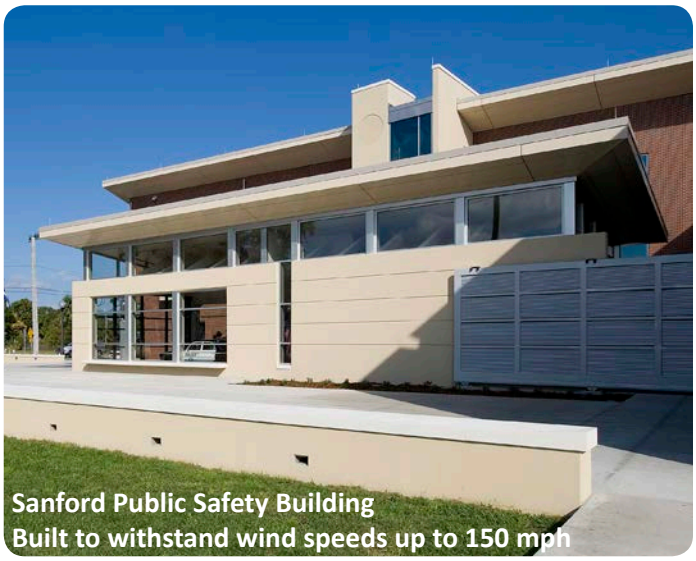
B. Pre-Construction Services with a Focus on Minimizing Cost while Maximizing Scope.

Wharton-Smith recommends that our preconstruction team participates in every upcoming programming and design meeting. **Project Manager, Caryn Huff, LEED AP,** will also attend to ensure both preconstruction and operations are dialed into the project status at all times. Prior to each meeting, we will review the most current design and program documents. Based on past experience, we will keep a sharp lookout for items we know will be required although not yet drawn. During the meeting, we listen to what is being said in order to understand how the written design may be influenced by the discussion, noting all items that may be for inclusion in the project.

"Needs" Versus "Wants"

If the initial estimate confirms the project is over budget, a path must be established to return to an affordable cost, while maintaining the function and purpose of the facility. Early in the design, user groups are invited to a design session that begins with "if there were no constraints, what would you want in this facility?" This question is intended to help define what an ideal facility would include. What is missing is an understanding of how these "wants" fit into the financial constraints of the project. Rarely is there enough funding to incorporate everything that everyone wants - so how to decide?

We would revisit the list of wants, providing cost estimate information based on simple sketches, narrative information, and a site visit to review existing conditions. This will allow the project team to understand and prioritize - because not every "want" is a "need." We will construct a cost model to demonstrate alignment with budget and schedule constraints. The model will be subdivided to define each element, building, feature, and option, so that the entire menu of wants is clearly visible. The team can then walk through the cost and design effect of each want, prioritizing by its effect on the function, look, and cost to the project. This process is critical in identifying and prioritizing. Items that are low priority "needs", as well as high priority "wants" may be added to the project as alternates or donor opportunities and included as contingencies allow.


Sanford Public Safety Building
Built to withstand wind speeds up to 150 mph

Once the items have been prioritized and costs assigned, the project team will understand how much of the list can be constructed within the budget - these are the "needs". Items falling below the line become "wants". This becomes the basis for the cost estimate model and design work can resume.

C. Critical Path Method and Which Software Utilized

In order to establish the optimum plan for our projects, Wharton-Smith applies the scheduling principals of the Critical Path Method (CPM) to determine the sequence of activities through the project. A network of activities and their duration produces our longest path of activities, which will determine the project's end date. Using our "P6" scheduling program, this sequence of activities is followed to maintain the project's completion and to foresee any potential issues.

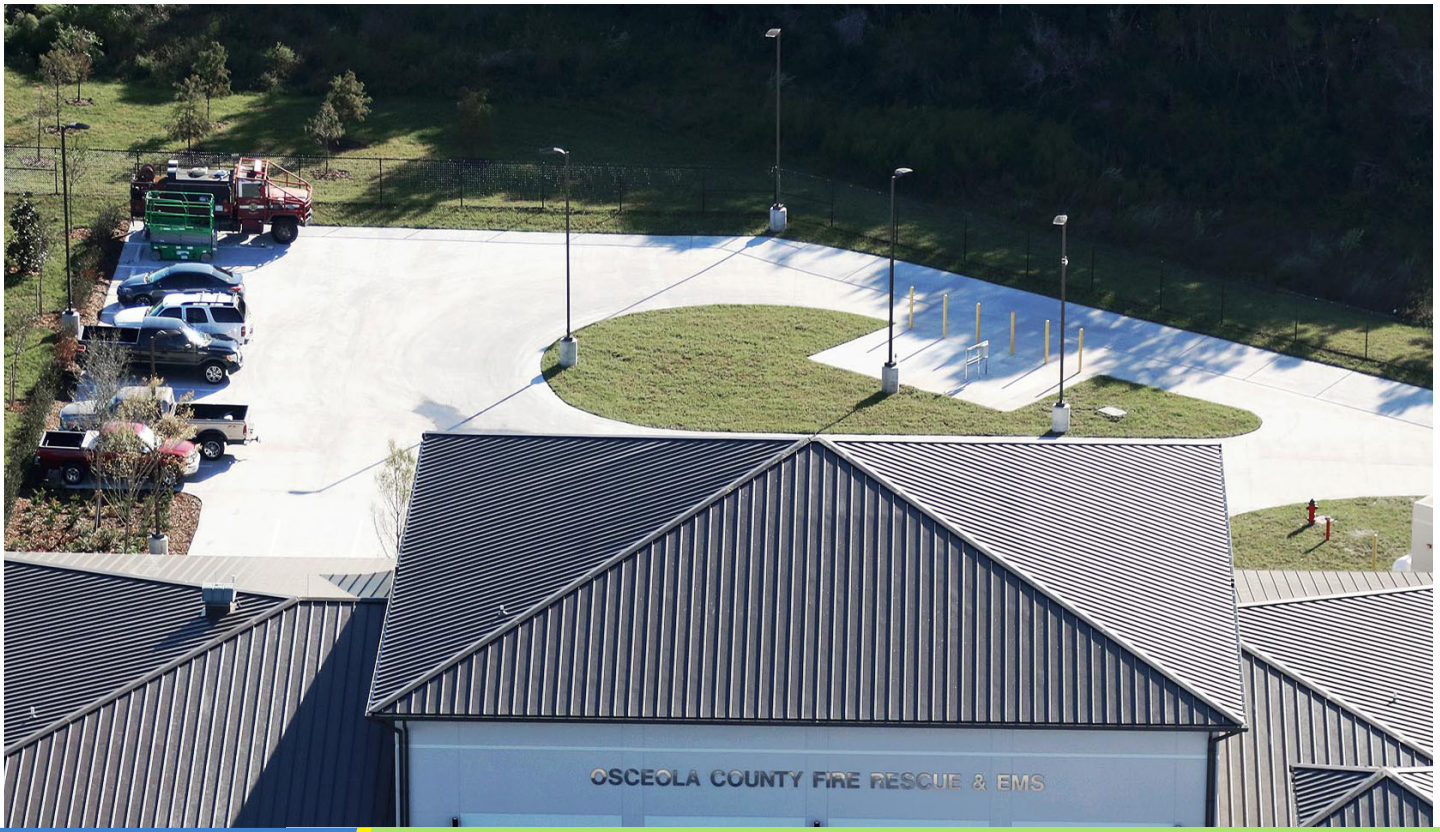
D. Cost Analysis and Control

Wharton-Smith recommends that our preconstruction team participates in every upcoming programming and design meeting. **Project Manager, Caryn Huff, LEED AP,** will also attend to ensure both preconstruction and operations are dialed into the project status at all times. Prior to each meeting, we will review the most current design and program documents. Based on past experience, we will keep a sharp lookout for items we know will be required although not yet drawn. During the meeting, ***we listen*** to what is being said in order to understand how the written design may be influenced by the discussion, noting all items that may be for inclusion in the project.

E. Permitting with Charlotte County

We have developed a highly efficient method for regulatory requirements. By determining all permitting/approval requirements early in the process, we can customize a plan to obtain permitting/approvals in the most expeditious manner. In the beginning stages of the project, we quickly identify and address any issues that may require special attention. We work with regulatory agencies to agree on requirements and permit schedule durations. When possible, informal pre-submittal review meetings are held with permitting officials to obtain valuable input. Early and open dialogue with all required agencies aids in expediting the permitting process and is a good defense against surprises during permitting and construction.

Our Project Manager, Caryn Huff, LEED AP, has managed numerous project permits including those required for Charlotte County Community Development Center and most recently, the Charlotte County Sheriff's Office. Our Superintendent, Doug Whisler, permitted all utilities and the infrastructure leading to the parcel of land that the Airport Rescue and Fire Fighter Training Simulator Facility will be constructed on.



VIII: VOLUME OF WORK

Provide the volume of work, total of payments received from the County within the last 24 months:

The total of payments received from Charlotte County within the last 24 months is **13,151,090.25.**

IX: LITIGATION

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. Our litigation record for the past five years is as follows:

OWNER/CLIENTS:

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. ***The suit is presently being mediated and is in the early stages of discovery.***

SUBCONTRACTORS/SUBCONSULTANTS:

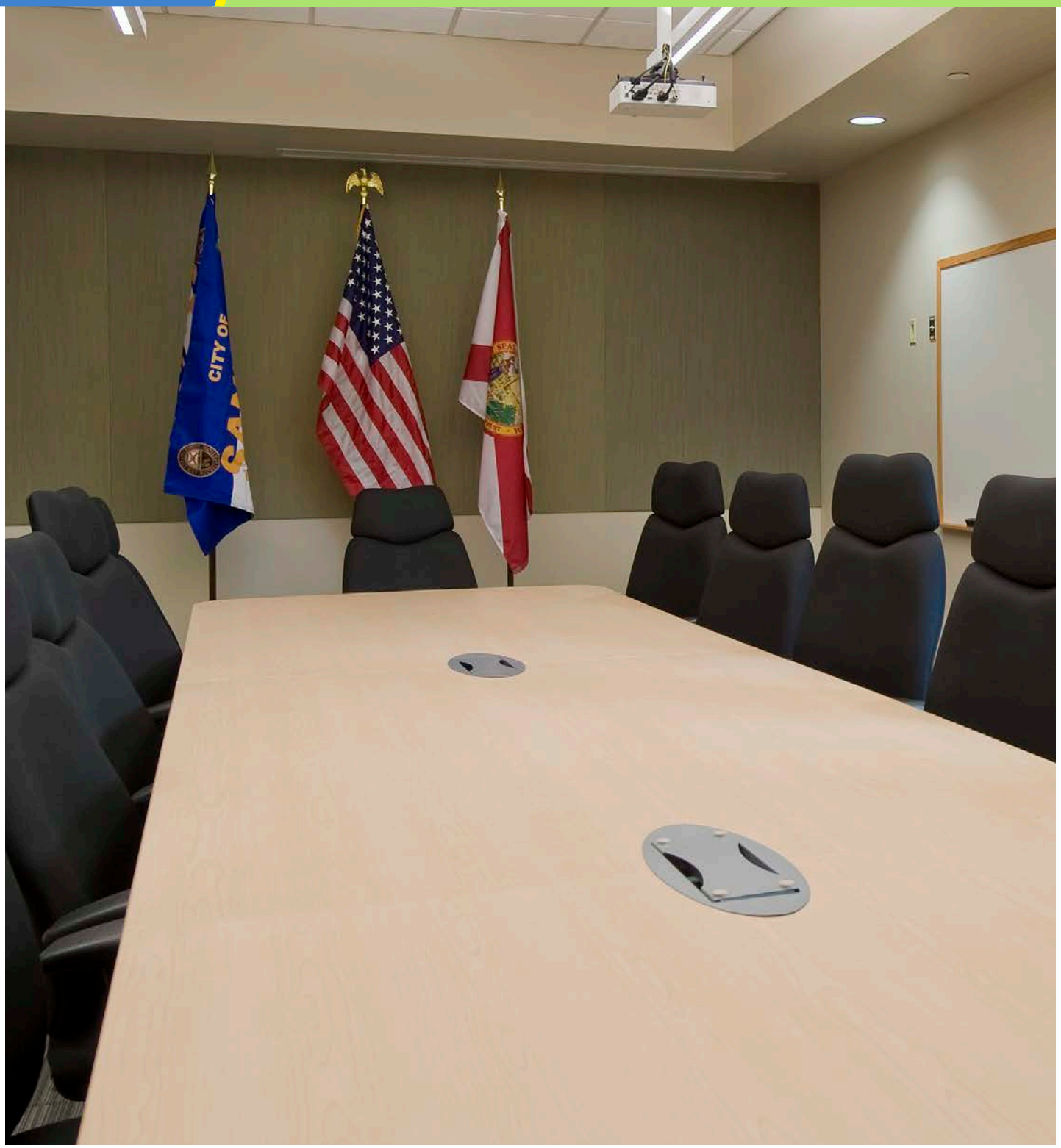
Suwannee Valley Grassing, Inc. vs. Wester Surety Co., Wharton-Smith, Inc. and Barco-Duval Engineering, Inc. (Case No. 2015-CA-4388, In the Circuit Court of the Eighth Judicial Circuit in Alachua County, Florida): In December 2015, Suwannee filed suit for breach of Contract regarding a subcontract they had with Barco-Duval. Barco-Duval was a subcontractor to Wharton-Smith on the Paynes Prairie Sheetflow Restoration project and has a dispute with Suwannee over non-performance and work not completed. ***Barco-Duval has assumed the defense obligations of Wharton-Smith in accordance with their subcontract. Wharton-Smith was dismissed from the case in September 2016.***

X: MINORITY BUSINESS

Certified MBE, Sub-Consultants Certified MBE, and/or Non-Certified MBE:

Wharton-Smith is not a State of Florida certified minority business enterprise. However, we have been very successful in exceeding the MWBE goal percentages set forth by the Owners with whom we work. This success has been achieved due to a variety of factors. The first thing we do is publish pre-bid advertisements in local publications. In addition, we have made a personal commitment to contact, both in writing and by phone, all the MWBE subcontractors and suppliers that we have in our prequalified database. This has enabled us good coverage with MWBE subcontractors and suppliers on previous projects. In most cases, the percentage has been achieved by using a combination of a few larger subcontractors, many smaller subcontractors and suppliers, (both through Wharton-Smith and through our subcontractors and consultants). We have not approached the MWBE process by focusing only on larger subcontractors, but rather focusing on opportunities in all of the trades. We contract directly with MWBE subcontractors and vendors, and we make sure that other subcontractors on-site would provide opportunities for second tier MWBE subcontractors and vendors. This enables us to exceed the goal by involving many different firms. In addition to securing MWBE participation for subcontractors and suppliers, Wharton-Smith has a proactive diversity program for our employees.

XI: REQUIRED FORMS



References

At Wharton-Smith, we're proud of the relationships we've built with clients on past projects. We encourage you to reach out to any of the individuals listed below, They'll be happy to hear from you and share their experience with our teams.

Project Manager, Caryn Huff

Project:
City of Sanford Public Safety Complex
Nicholas McRay
City of Sanford
300 North Park Avenue
Sanford, FL 32771
Phone: 352-253-9080
nmcray@lakecountyfl.gov

Project:
Osceola County Overstreet Fire Station #64
Curt Diehl, Project Manager
Osceola County
1 Courthouse Square, Suite 2330
Kissimmee, FL 34741
Phone: 407-742-0517
cdie@osceola.org

Project:
City of Orlando Fire Station #1 Headquarters
Tom Connery, Capital Improvements
City of Orlando
400 S. Orange Ave.
P.O. Box 4990
Orlando, FL 32808
Phone: 407-246-3751
thomas.connery@cityoforlando.net

Reference:
Robbie Artz
Tampa Bay Rays
Phone: 727-825-3274
rartz@raysbaseball.com

Reference:
Roger Warner
Charlotte County Facilities
Phone: 941-456-0733
roger.warner@charlottecountyfl.gov

Reference:
Major Earl Goodwyne
Charlotte County Sheriff's Office
Phone: 941-833-6324
egoodwyne@ccsofl.net

Reference:
Donna Barrett
Charlotte-Desoto Building Industry Association
Phone: 941-268-3330
donna@cdbia.com

Reference:
Steve Padgett
Fawley-Bryant Architects
Phone: 941-320-3991
steve.padgett@fawley-bryant.com

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
	Tom Iarossi, Area Manager	24	Tampa	Tampa	Tampa, FL
	Johnny Santos, Project Executive	28	Tampa	Tampa	Land O' Lakes, FL
	Caryn Huff, Project Manager	28	Punta Gorda	Punta Gorda	Venice, FL
	Doug Whisler, Sr. Superintendent	39	Punta Gorda	Punta Gorda	Englewood, FL
	Mike Nunez, Project Engineer	13	Punta Gorda	Punta Gorda	Lake Suzy, FL
	Susie Lampros, Project Assistant	3	Punta Gorda	Punta Gorda	Rotonda West, FL
	Gene Willett, Preconstruction Services	30	Tampa	Tampa	Riverview, FL
	John Lyons, Preconstruction Support	32	Sanford	Sanford	Sanford, FL
	Gilbert Orcasitas, Corporate Safety Manager	34	Tampa	Sanford	Sanford, FL

2.	Magnitude of Company Operations	
	[illegible]	59,980
	[illegible]	3
	[illegible]	88,000,000

3.	Magnitude of Charlotte County Projects	
	[illegible]	2
	[illegible]	13,151,090.25

4.	Sub-Consultant(s) [illegible]	Location	% of Work to be Provided	Services to be Provided
	Universal Enigneering	Sarasota, FL	As Needed	Material and Environment Testing

5.	Disclosure of interest or involvement: [illegible]	
	[illegible] N/A	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	

NAME OF FIRM Wharton-Smith, Inc.

(This form must be completed and returned)

6. Minority Business:	**Yes** _____ **No** ✓
[illegible]	
Comments or Additional Information:	

[illegible]

[illegible]

[illegible]

[illegible] #1 [illegible] **4/5/2019** [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible]

[illegible]	[illegible]	
	[illegible]	
	[illegible]	✓
	[illegible]	

Wharton-Smith, Inc. — [illegible]

813-288-0068 — [illegible]

813-288-0371 — [illegible]

N/A — [illegible]

59-2392802 — [illegible]

4912 W. La Salle Street — [illegible]

Tampa, FL 33607 — [illegible]

35 — [illegible]

252 West Marion Avenue, Unit 1123, Punta Gorda, FL 33950 — [illegible]

Johnny Santos, Project Executive — [illegible]

813-288-0068 — [illegible]

813-288-0371 — [illegible]

Tom Iarossi, Area Manager — [illegible]

[illegible]

April 11, 2019 — [illegible]

tiarossi@whartonsmith.com — [illegible]

DRUG FREE WORKPLACE FORM

[illegible] 28 [illegible] 08 [illegible] **Wharton-Smith, Inc.** [illegible]

1 [illegible]

2 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

April 11, 2019

[illegible]

END OF PART IV

(This form must be completed & returned)

OUR MISSION

"To exceed our clients' expectations by performing with the highest quality, professionalism and fairness and by communicating with honesty and integrity at all times."

Wharton-Smith, Inc
CONSTRUCTION GROUP

252 W. Marion Ave, Unit 1123, Punta Gorda, FL 33950
Tel: 813.288.0068 • Fax: 813.288.0371
www.whartonsmith.com

CHARLOTTE COUNTY, FLORIDA

AIRPORT RESCUE & FIRE FIGHTER TRAINING SIMULATOR FACILITY

RFP NO. 2019000311 | CONSTRUCTION MANAGER AT RISK

HALFACRE CONSTRUCTION COMPANY

APRIL 11, 2019

HALFACRE
CONSTRUCTION COMPANY

April 11, 2019

Senior Division Manager - Purchasing
Charlotte County Administration Complex
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948-1094

HALFACRE
CONSTRUCTION COMPANY

RE | RFP NO. 2019000311 - Construction Manager At Risk Air Rescue & Fire Fighter Training Simulator Facility

Dear Selection Committee:

Halfacre Construction Company is thrilled to have the opportunity to present our qualifications for the new Air Rescue & Fire Fighter Training Simulator Facility. Within our 49 years of Construction Management experience in Sarasota and Charlotte Counties, we have had the opportunity to be a part of numerous projects including the Charlotte County Airport Authority facilities and various large and small-scale government projects. All of these projects have required experience and skills that we have perfected while still understanding that each project has its own unique requirements that must be met in order to be successful. We feel this project is no different.

We are confident that this proposal will demonstrate that Halfacre Construction is the best choice to be your construction manager for the following reasons:

LOCAL. Halfacre's Punta Gorda office is located four miles from the ARFF project site, and our proposed project team work there full-time to specifically serve our Charlotte County clients. We demonstrate our commitment to reinvesting in our community by working almost exclusively with local workers. We are passionate about working with local companies and we've made it a priority to give back to the communities we've helped build.

PROVEN TEAM. We have the right team that is ready to begin work immediately. Jack Cox, Project Executive and President, has been managing government projects in Southwest Florida for over 30 years. Our Preconstruction Manager, Reed Giasson, is well known in the local building community for his estimating/pricing capabilities and for his strong relationships with the local subcontracting and supplier industry. He knows the specific component costs, the unit prices, and most importantly, the qualified subcontractors you will want to build your new facility. Alyssa Henderson, Fire Facility Liason, was a Fire Inspector in Hardee County for almost 10 years and will ensure everything meets code requirements. Craig Emery, Senior Project Manager, Brett White, Project Manager, April Pronovich, Assistant Project Manager, and Jerry Kreissler, Superintendent, are all Charlotte County residents and have extensive knowledge of the area. They understand the local site conditions and procedures so there will be no learning curve,

SITE KNOWLEDGE. Since 2006, Halfacre has completed many projects at the Charlotte County Airport Authority, and we have developed excellent relationships with the staff. In addition, Brett White and Craig Emery, managed the construction of the Charlotte County Public Safety Facility (next to the ARFF site) and the CCAA EMS/Fire Vehicle Maintenance Facility while with their previous firm, Mathews Construction.

EXPERIENCED. In addition to all of our work at CCAA and with Charlotte County Government, we have completed many projects similar to the ARFF at the MacDill Airforce Base, Sarasota-Bradenton International Airport and Manatee County Port Authority. Through these projects, we've developed a great understanding of state grant and FAA funded projects.

DEDICATED TO SAFETY. Safety is one of our primary concerns for not only the students and staff but also our trade partners. All of our project managers and superintendents are 30 hour OSHA trained and we use a third party safety consultant to conduct mock OSHA inspections to provide regular feedback and improvements to our staff.

Halfacre Construction is excited about the opportunity to work with Charlotte County again for the new Air Rescue & Fire Fighter Training Simulator Facility We are committed to the success of this project and we will work closely with all project members to deliver a safe and efficient project. We look forward to once again serving the community where we live and work.

Respectfully Submitted,

Reed Giasson, Vice President of Operations
RGiasson@halfacreco.com

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VI RECENT SIMILAR PROJECTS

VII EXPERIENCE & CAPABILITIES

VIII VOLUME OF WORK

IX LITIGATION

X MINORITY BUSINESS

HALFACRE
CONSTRUCTION COMPANY
srq
705

I. TEAM PROPOSED

A. Background of Personnel

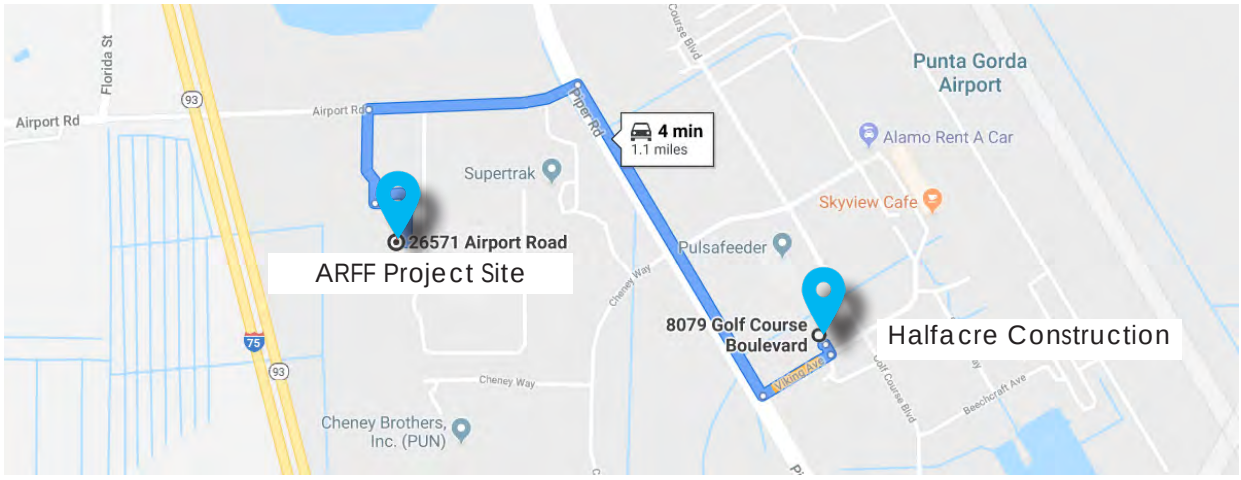
Halfacre Construction Company has a rich tradition of quality construction in the state of Florida. In 1970, Bill Halfacre incorporated his company in Sarasota and worked to service the marketplace as a full service general contractor. Mr. Halfacre, an engineer by profession, quickly established his firm as a design/build firm capable of supplying a variety of building solutions to the west coast of Florida. In 1984 John Cox purchased Halfacre Construction from Bill while continuing the tradition of providing exceptional value to their client base.

As the company began to grow, John brought his son Jack into the organization to supervise and manage projects Jack soon became a partner and in 2007 became the sole owner of Halfacre Construction, bringing 25 years of experience and leadership to the top of the organization.

Our Leadership at Halfacre has been recognized throughout our 49 years of history in this area as a successful builder on a numerous SW Florida projects for many clients including Sun Hydraulics, Port Manatee, Charlotte County Airport Authority, Sarasota, Manatee and Cahrlotte County governments among many others. The majority of our clients represent repeat work over many years. We work under a multitude of owner/contractor arrangements. From a general contractor role to a construction manager, we have the ability to take a project from concept through completion. We work with every client to carefully assess their needs and provide value engineering to complete their project on time and within budget. Our goal is to maximize goodwill and create long term lasting relationships. With a sense of pride driving every project, we make a commitment to the client based on ethics, integrity, and dedication.

> Halfacre takes projects from concept to construction, working with each client to carefully assess their needs and provide maximum value.

Halfacre Construction's corporate culture and methodology integrates seamlessly with the Construction Management concept of construction. This collaborative approach to building integrates the skills and expertise of the architect, engineer, and contractor creating a leaner, cleaner project. Using this method, we design project cost controls into the plans. We use materials and technology efficiently and effectively to lower costs, shorten schedules, and reduce waste—without compromising quality.



I. TEAM PROPOSED

PARTNERS

Jack Cox	President
Reed Giasson	Vice President/Operations
Tom Rees	Vice President

PROJECT MANAGERS

Greg Witt	Sr. Project Manager
Craig Emery	Sr. Project Manager
Mitch McKnight	Project Manager
Brett White	Project Manager
Shawna Brown	Project Manager
Alyssa Henderson	Asst. Project Manager
Priscilla Harsham	Asst. Project Manager
Harris Hudson	Asst. Project Manager
April Pronovich	Asst. Project Manager

SUPERINTENDENTS

Jay Simpson	Holly Beach
Ralph Rush	Jerry Kreissler
Mike Lawton	Rick Rutherford
Carl Webb	Richard Gerdon
Browning Hill	Jacob Lowther
Marvin Walker	Mitchell Burchett

ADMINISTRATION

Vanessa Kennedy	Controller/Human Resources
Kim Johnson	Accounting
Christine Curwood	Firm Administrator
Chelsea Gruber	Marketing & Business Development

"We are extremely pleased with the cost effective and timely deliverance of the projects provided by Halfacre. We will certainly use this contractor again.

- Gary P. Quill, Executive Director
  Fly PGD Charlotte County Airport Authority

CGC #059556

8079 Golf Course Blvd.
Punta Gorda, FL 33982

7015 Professional Parkway East
Sarasota, FL 34240
T: 941.907.9099
F: 941.907.9079
WWW.HALFACRECONSTRUCTION.COM

SERVICES

Preconstruction
Design/Build
Build/Lease
Construction Management
Contracting
Tenant build out
Renovations
Public Work

BUILDING TYPES

Prefabricated Steel Buildings
Tilt-up Concrete Construction
Concrete Masonry Units (CMU)
Conventional Steel Structures
Insulated Concrete Forms (ICF)
Portable Classrooms
Refrigerated Warehousing

PROJECT TYPES

Government
Community/Nonproft
Healthcare/ALF
Manufacturing
Warehouses
Cold Storage
Public & Private Schools
Offices

I. TEAM PROPOSED

We have put together an expert project team which we feel bet fits the unique project needs of the Charlotte County Airport Rescue & Fire Fighter Training Simulator Facility.

Jack Cox, Project Executive, oversees the entire project including team integration, scheduling, cost estimates, and communication with and between Charlotte County, architects, engineers and Halfacre personnel. In the past 30 years, he has been involved in many projects similar to this ARFF facility. He also gives back to the community we live and work in. Jack serves as the President of Suncoast Charities for Children, President of First Step of Sarasota, President of CPPI and President of the Argus Foundation.

Leading our preconstruction efforts will be **Reed Giasson, Vice President of Operations**, who is well known in the local building community for his estimating/pricing capabilities and for his strong relationships with the local subcontracting and supplier industry. As the Preconstruction Manager, Reed will work with the design team to assist with cost estimating and will provide value engineering services throughout the project. His ability to assess requests and manpower needs, develop pricing and manage schedule/site logistics plans will prove valuable for the ARFF project.

Craig Emery, Senior Project Manager, is a highly skilled Construction Manager with over 30 years construction, project and operations experience. He is credited with considerable influence on many Charlotte County and CCAA projects since 2006. In addition to actively engaging with Charlotte County, Craig will oversee the office/on-site team throughout this project. We believe the continuity of his involvement from day one through completion will result in a well managed, well communicated project.

Brett White, Project Manager, will lead our CM team efforts on a day-to-day basis during both the preconstruction and the construction phases of this project and he will be the main point of contact for Charlotte County. Brett has extensive experience with Charlotte County and CCAA. He is knowledgeable of the special considerations that need to be taken to work on the airport site.

April Pronovich, Assistant Project Manager, will work with Craig and Brett as the Assistant Project Manager in the Punta Gorda office. She specializes in commercial HVAC and Chiller renovations and recently worked as an Assistant Project Manager at United Mechanical, Inc. in Fort Myers. She will help facilitate the flow of information during construction and will assist our teamin the office and on-site by communicating with subcontractors, updating schedule and assisting with permitting and inspections.

Jerry Kreissler, Superintendent, leads the day-today site activities. He understands the requirements of working on an active site in Charlotte County. Jerry has been the superintendent on many Charlotte County projects and will be able to use the knowledge and experience he gained from those projects to lead any suppliers, subcontractors and workers who are providing services on the job. His top priorities are to ensure that this project is safe, on schedule, on budget and built with the highest quality standards.

Alyssa Henderson, Fire Facility Liason, will utilize her 10+ Years as a Certified Fire Inspector to coordinate between the project team, fire department and building department. She will ensure everything in the facility meets mandatory requirements.

I. TEAM PROPOSED

B. Resumes

As the "hands-on" President of Halfacre Construction Company, Jack oversees all company responsibilities from business development to construction contracts. He has over 30 years experience working in all phases of construction beginning as a superintendent and working in all positions of his company. He will conduct weekly reviews of the project and is available at any time to discuss the status of your project. Jack's experience and involvement gives him great insight to leading successful projects and satisfying clients. ***Sarasota County Resident***

JACK COX, CGC

PROJECT EXECUTIVE | PRESIDENT

- Venice Fire Stations #1 & #2
  - Project Manager
- Longboat Key Fire Stations
  - Project Manager
- CCAA Air Traffic Control Tower
  - Project Executive
- CCAA Terminal Addition
  - Project Executive
- CCAA Security Upgrades
  - Project Executive
- MacDill AFB Special Ops Center
  - Project Executive
- SRQ Airport ATCT & Training Room
  - Project Executive
- Manatee County Port Authority
  - Project Executive

EDUCATION

Bachelor of Science

Construction Technology

Bowling Green State University

YEARS OF EXPERIENCE

Total: 33

With Halfacre: 33

CERTIFICATIONS/AFFILIATIONS

Certified General Contractor #059556

The Argus Foundation, President

Suncoast Charities for Children, President

First Step of Sarasota, President

FCCI, Board Member

Craig is a highly skilled Senior Project Manager with over 30 years construction, project and operations experience. He is credited with considerable influence on many Charlotte County and CCAA projects since 2006. Craig will oversee the office/on-site team throughout this project and we believe the continuity of his involvement from day one through completion will result in a well managed, well communicated project. ***Charlotte County Resident***

CRAIG EMERY, MBA

SENIOR PROJECT MANAGER

- Charlotte County Public Safety Complex (EOC)*
  - Project Manager
- Hendry County EOC*
  - Project Manager
- Charlotte County Fire/EMS Vehicle Maintenance Facility*
  - Project Manager
- Hernando County EOC*
  - Project Manager
- Charlotte County Event Center*
  - Project Manager
- CCAA Air Traffic Control Tower
  - Sr. Project Manager
- CCAA Terminal Addition
  - Sr. Project Manager
- Charlotte Co. Road Improvements
  - Sr. Project Manager

**Completed while with another firm*

EDUCATION

Bachelor of Science Industrial Technology

Illinois State University

Master Business Administration

Edgewood College

YEARS OF EXPERIENCE

Total: 30

With Halfacre: 6

CERTIFICATIONS/AFFILIATIONS

Project Management Professional Certification

OSHA 30-Hour Certified

FDOT MOT Certified

I. TEAM PROPOSED

Brett has over 15 years experience working with all aspects of the construction industry including field supervision as a project manager, superintendent, estimating, and project engineer. Brett has the ability to lead, yet work within an established team. As Project Manager, he will ensure the project is designed and built according to your stated requirements. He will be your day-to-day contact and will be responsible for budget and schedule management and status reporting. ***DeSoto County Resident***

BRETT WHITE
PROJECT MANAGER

- Charlotte County Public Safety Complex (EOC)*
  - Asst. Superintendent
- Hendry County EOC*
  - Asst. Superintendent
- Charlotte County Fire/EMS Vehicle Maintenance Facility*
  - Asst. Project Manager
- Charlotte County Event Center*
  - Asst. Project Manager
- Charlotte County Airport Authority: ATCT, CCAA Board Room, Admin Building
  - Project Manager
- Charlotte County Gasparilla Road Improvements
  - Project Manager
- Peace River Water Authority
  - Project Manager

**Completed while with another firm*

EDUCATION
Bachelor of Science, Building Construction

Minor Business Administration

University of Florida

YEARS OF EXPERIENCE
Total: 15

With Halfacre: 7

CERTIFICATIONS/AFFILIATIONS
Team Punta Gorda Member

OSHA 30-Hour Certified

FDOT MOT Intermediate Certified

Reed Giasson is the Vice President of Operations of Halfacre. He is well known in the local building community for his estimating/pricing capabilities and for his strong relationships with the local subcontracting and supplier industry. As the Preconstruction Manager, Reed will work with the design team to assist with cost estimating and provide value engineering services throughout the project. His ability to assess requests and manpower needs, develop pricing and manage schedule/site logistics plans will prove valuable in this project. ***Sarasota County Resident***

REED GIASSON
PRECONSTRUCTION MANAGER | VICE PRESIDENT OF OPERATIONS

- SRQ Airport ATCT & Training Room
  - Preconstruction Manager
- CCAA Air Traffic Control Tower
  - Preconstruction Manager
- CCAA Terminal Addition
  - Preconstruction Manager
- Sun Hydraulics
  - Preconstruction Manager
- CCAA Security Upgrades
  - Preconstruction Manager
- MacDill AFB Special Ops Center
  - Preconstruction Manager
- Manatee County Port Authority
  - Preconstruction Manager
- Peace River Water Authority
  - Preconstruction Manager

EDUCATION
Bachelor of Science

University of Massachusetts

YEARS OF EXPERIENCE
Total: 20

With Halfacre: 18

CERTIFICATIONS/AFFILIATIONS
Florida Construction Estimating Institute

OSHA 30-Hour Certified

I. TEAM PROPOSED

Priscilla will work with Craig and Brett as the Assistant Project Manager. She has experience in Construction Management, Construction Documents and Construction Law and will ensure the project meets the deadlines, quality requirements and project goals. She will help facilitate the flow of information during construction and will assist Brett in the office and on-site by communicating with subcontractors, updating schedule and assisting with permitting and inspections.***Charlotte County Resident***

APRIL PRONOVICH
ASSISTANT PROJECT MANAGER

United Mechanical, Inc. Fort Myers, Asst. Project Manager

- Perform purchasing duties such as vendor quotes, issuing PO's and receiving materials
- Prepare submittal and close out documentation together for general contractor's approval.
- Review design specifications & order materials
- Negotiate pricing with vendors for equipment ordered
- Schedule & manage field employees to site locations

American Building Interiors, Asst. Project Manager

- Review design specifications and prepare bid tender analysis packages
- Audit and process invoices, investigate accounting discrepancies
- Enter specification data from blue prints
- Vendor communications and deadline fulfillment
- Research vendors and order material/equipment with best pricing

EDUCATION
Phillipsburg High School
Phillipsburg, NJ

YEARS OF EXPERIENCE
Total: 13
With Halfacre: 1 Month

Jerry has more than 30 years experience working with all aspects of the construction industry. He has proven experience collaborating with upper management with the ability to multi-task where needed. He will be your on-site point of contact while reporting to the project manager daily as well as leading any suppliers, subcontractors and workers who are providing services on the job. His top priorities are to ensure all projects are safe, on schedule, on budget and built with quality. ***Charlotte County Resident.***

JERRY KREISSLER
SUPERINTENDENT

- Charlotte County Gasparilla Road Improvements
  - Superintendent
- Charlotte County Schools Continuing Services
  - Superintendent
- Sun Hydraulics Manufacturing Facility
  - Superintendent
- Hardee IDA Road Improvements
  - Superintendent
- Sarasota Myrtle Street Improvements
  - Superintendent
- Sarasota MLK Road Improvements
  - Superintendent

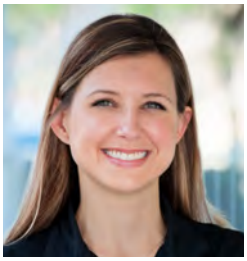
EDUCATION
Missouri Valley College
State Fair Community College

YEARS OF EXPERIENCE
Total: 30
With Halfacre: 4

CERTIFICATIONS/AFFILIATIONS
OSHA 30-Hour Certified

ICC Certified Class A Contractor

I. TEAM PROPOSED



Alyssa will work in-office and on-site as the fire safety liason. She is a certified Fire Inspector, has experience in Construction Management and will ensure the project meets the all necessary requirements for fire safety. She will provide QA/QC during preconstruction and construction, and she will coordinate directly with the fire department to ensure everything in the new facility meets their requirements.

ALYSSA HENDERSON

FIRE SAFETY LIAISON

- Columbia Care Medical Science Dispensary Renovation, Arcadia

- $800K | Project Manager

- Columbia Care Medical Science Dispensary Addition, Sarasota

- $2 Million | Project Manager

- Manatee Witt Elementary Renovation & Addition

- $17 Million | Asst. Project Manager

- Wauchula First United Methodist Church Classroom Wing Addition

- $500,000 | Asst. Project Manager

- First Baptist Church of Palmetto Addition

- $4 Million | Asst. Project Manager

- Bayside Community Church Addition West Bradenton Campus

- $4 Million | Asst. Project Manager

EDUCATION

Associate of Arts

State College of Florida

YEARS OF EXPERIENCE

Total: 11

With Halfacre: 4

CERTIFICATIONS/AFFILIATIONS

Certified Fire Inspector, State of FL

I. TEAM PROPOSED

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COX, JOHN J

HALFACRE CONSTRUCTION COMPANY
7015 PROFESSIONAL PARKWAY EAST
SARASOTA FL 34240

LICENSE NUMBER: CGC059556
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

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.

State of Florida
Department of State

I certify from the records of this office that HALFACRE CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on June 11, 1970.

The document number of this corporation is 365475.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 8, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of February, 2019

Secretary of State

Tracking Number: 4613847788CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

HALFACRE
CONSTRUCTION COMPANY
26571
PUBLIC
SAFETY
BUILDING

II. MANAGEMENT PLAN

A. Team Organization & B. Management Plan

CHARLOTTE COUNTY

Craig Emery
Project Manager

- Project Coordination
- Project Scheduling
- Bidding/Procurement
- Project Management
- Quality Control

Preconstruction + Construction Phase

Brett White
Project Manager

- Design Development
- Project Coordination
- Project Management
- Design Coordination
- Project Scheduling
- Project Coordination
- Bidding Documents
- Bidding
- Project Coordination
- Mobilization

Preconstruction + Construction Phase

Jack Cox
Project Superintendent

- Site Coordination
- Project Coordination
- Project Management
- Project Coordination
- Project Scheduling

Preconstruction + Construction Phase

Reed Giasson
Project Engineer

- Design/Build Review
- Project Coordination
- Bidding/Procurement
- Project Coordination
- Project Scheduling

Preconstruction Phase

April Pronovich
Project Administrator
Manager

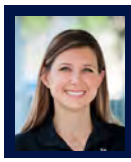
- Project Coordination
- Project Coordination
- Project Scheduling
- Project Coordination
- Project Coordination

Preconstruction + Construction Phase

Jerry Kreissler
Project Superintendent

- Project Coordination
- Design Coordination
- Project Coordination
- Project Scheduling
- Project Coordination

Construction Phase



Alyssa Henderson
Project Administrator

- Project/Bid
- Project Coordination
  Project Coordination

HALFACRE
CONSTRUCTION COMPANY

III. PREVIOUS EXPERIENCE OF TEAM

A. Describe like projects

Jack Cox, Reed Giasson, Craig Emery and Brett White have a proven track record working together on similar projects in the past seven years. Those most similar to the Charlotte County ARFF include the Charlotte County Airport Authority Campus, Sarasota/Bradenton International Airport ATCT, Sun Hydraulics Manufacturing Facility, Manatee County Port Authority and several projects at the MacDill Air Force Base.

Jack Cox, President & Project Executive, has worked on many similar projects during his 30+ Years with Halfacre Construction including the Longboat Key Fire Station, Venice First Stations #1 & #2, Sarasota Facilities Administration Building and the Sarasota County BOB Complex.

In addition, Craig Emery and Brett White bring individual experience which are highlighted on the next pages. These projects includes the Charlotte County Public Safety Facility (EOC), Charlotte County Fire/EMS Vehicle Maintenance Facility, Charlotte Harbour Event & Conference Center and the Hendry County Emergency Operations Center. Their knowledge of working with both Charlotte County and the CCAA will prove to be immensely valuable for this project.

III. PREVIOUS EXPERIENCE OF TEAM

CHARLOTTE COUNTY PUBLIC SAFETY COMPLEX

PUNTA GORDA, FLORIDA

Senior Project Manager, Craig Emery, and Project Manager, Brett White, completed this project while with their previous firm, Mathews Construction.

The Charlotte County Public Safety Complex is an emergency operations facility that is able to withstand Category 5 hurricane-force winds and storm. Its location on high ground provides high visibility, and nearby interstate access makes it easily accessible.

With 31,000 square feet of space, the building is occupied by fire and police departments and houses call centers for 911 and 211 services. The facility also has "break-out" meeting rooms, radio rooms, and press areas. The team completed the fast-track design and construction to ensure that the building would be occupied in less than 18 months. Charlotte County partially funded the complex through state grants.

SERVICES PROVIDED
Preconstruction
Construction Management

COMPLETION DATE
2007

FINAL COST
$11 Million

OWNER
Charlotte County Government

PROJECT TEAM
Craig Emery, Project Manager
Brett White, Asst. Superintendent
Harvard Jolly Architecture

III. PREVIOUS EXPERIENCE OF TEAM

CHARLOTTE HARBOR EVENT CENTER

PUNTA GORDA, FLORIDA

Senior Project Manager, Craig Emery, and Project Manager, Brett White, completed this project while with their previous firm, Mathews Construction.

The Charlotte Harbor Event & Conference Center included a 20,000 SF multi-purpose Event Hall and multiple break-out spaces. The building also featured an outdoor civic space for a variety of outdoor activities to engage the Center with the adjacent Harborwalk.

The Event and Conference Center provides 44,000 square feet of flexible space for various types of events including consumer expos and trade shows, theatrical performances, sports tournaments, regional/national conventions, and weddings. While featuring a seating capacity of up to 2,100, smaller meetings can be accommodated by four breakout rooms. A park surrounding the building showcases the waterfront and provides space for outdoor events.

Future phases include a structured parking garage and enhancements along the Harborwalk.

SERVICES PROVIDED
Preconstruction
Construction Management

COMPLETION DATE
2009

FINAL COST
$19.3 Million

OWNER
Charlotte County Government

PROJECT TEAM
Craig Emery, Project Manager
Brett White, Asst. Project Manager
Harvard Jolly Architecture

III. PREVIOUS EXPERIENCE OF TEAM

B. Permitting experience with Fire Training Facilities

Streamlining the permitting process is a critical item in order to successfully complete any project. Our proposed team has a vast amount of experience of permitting a large assortment of project throughout the Southwest Florida including many projects within Charlotte County. Through all this work, we have developed an excellent working relationship with all permitting agencies. The key to our success in local permitting has been to meet with the permitting agencies early and often. This includes the local building department and fire marshal.

As the Construction Manager, we will be actively involved with the Design Team and County staff to identify all the permits that will be required very early in the process. We will develop a complete list of required permits and log their submissions, comments and issuances to eliminate any surprises during the construction process. We will also evaluate a phasing plan that may allow work to be started early. We will then expedite the permitting process to shorten the overall construction schedule if possible. In addition, Alyssa Henderson, our in-house Fire Safety Liason, will coordinate with the fire department to ensure their needs are met for the project.

C. Working with designers keeping project within fixed budget

The foundation of our project approach is communication. Halfacre's cost estimating and control methods during the design and preconstruction and construction phases are based on frequent and clear communication between the owners, A/E firms, the construction manager and the subcontractors. Our first priority is to understand the goals and objectives of the project from the perspective of our client, Charlotte County. Our job is to listen and understand before taking our first steps in planning/ designing, estimating, coordinating and scheduling the work. We understand that the budget must be maximized to the benefit of the County.

Halfacre Construction begins every project with a value orientation. In the preconstruction phase of the ARFF project, we will develop a "shopping list" of ideas for the owner and the design team to consider and potentially incorporate in the construction documents. This value engineering process allows us to evaluate alternate means and methods, or design alternatives, which may result in a lower price and could also result in a lower overall cost of ownership. We evaluate all potential value engineering ideas by answering the following questions:

- Does the proposed change meet the owner's program requirements?
- Does the proposed change meet the engineer's design intent?
- Does the proposed change diminish the longevity of the design element?
- Does the proposed change diminish the design aesthetics of the project?
- Does the proposed change create more value for the owner?
- Can Halfacre, with a clear conscience, recommend this change to the owner?

Due to the current dynamic nature of construction market, Halfacre utilizes both recent historical data and actual pricing from subcontractors based on the latest revision of the design documents. Halfacre's strength is working diligently during the preconstruction process to fully develop the scope of work at all phases and at the various GMP's which will need to be developed, incorporating the proper contingencies for both the owner and the CM so change orders that will affect the GMP are virtually nonexistent. **We are confident in our abilities to develop a solid foundation with the design team and to work together to provide Charlotte County with the best value for the project.**

III. PREVIOUS EXPERIENCE OF TEAM

D. State grant funded projects

Our team has extensive experience with state grant funded projects. The Sarasota-Bradenton International Airport Air Traffic Control Tower was funded by the FAA and state grants, and many of the projects we have completed for the City of Sarasota have been funded by state grants. In addition, the previous Charlotte County projects the Craig Emery and Brett White have completed have been funded by state grants.

We understand that the grant the County received for this project is meant to help both job growth and diversify the economy in Southwest Florida, and Halfacre Construction will help implement the process. Halfacre is knowledgeable of the state grant procedures and guidelines and we will fulfill any necessary requirements.

E. Fast-track project meeting grant deadlines

We have found that the best way to deal with the varying requirements of a grant, or grants is to develop a "Grant Responsibility Matrix" to clearly outline the requirements, who is responsible for each requirement and any associated deadlines.

Issuing Authority, Grant Title or Number	Item #	Page	Section, Para	Description	Required Actions	Code, Reference or Standard	Responsible Party	Date, Deadline or Reporting Period
State of Florida-DCA, 06CP-@X-09-18-01-228	1.0	18	Attmt-1, para I.A	Eligible re-imbursement costs are defined	None-All items in desing and construction are re-inmbursable	NA	NA	NA
State of Florida-DCA, 06CP-@X-09-18-01-228	1.1	18	Attmt-1, para I.B	Building sized to house 85 (minimum)	Design sufficient space in EOC functional areas for 85 occupents	NA	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.2	18	Attmt-1, para I.C	Bldg shall meet safety criteria in Standards for Hurricane Evacuation Shelter Slection	Design to conform to requirements of Standard	ARC 4496	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.3	19	Attmt-1, para I.D	Wind design load per ASCE, Standard 7, minimum design loads	Design to conform to requirements of Standard	ASCE Standar 7	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.4	19	Attmt-1, para I.E	Resist penetration by wind borne debris	Design to conform to requirements of Standard	DOE-STD-1020-2002	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.5	19	Attmt-1, para I.F	Minimum building elevation to be increase above Cat 5 storm surge, 500-year flood plan or BFE +2 feet, which ever is greater	Elevate building as required	FEMA FIRM maps	Civil	SWFWMD Submittal date
State of Florida-DCA, 06CP-@X-09-18-01-228	1.6	19	Attmt-1, para I.G	Include wind and floor info addressed in para I.D, E, F on the drawings	Add drawing Notes	See para I.D, E, F	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.7	19	Attmt-1, para I.H	Designate building as a "Threshold Building"	Add Threshold requirements to specifications	FS 553.79	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.7.1	19	Attmt-1, para I.H	Designate building as a "Threshold Building"	Contract with independent Threshold inspector	NA	CM or County	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.8	19	Attmt-1, para I.I	Design Building for 72-hour stand alone operation	Incorporate appropriate functions into building	NA	Architect	Drawing completion
State of Florida-DCA, 06CP-@X-09-18-01-228	1.8.1	19	Attmt-1, para I.I	Include survivable Communications systems in design	Include this system in the design & construction	NA	Architect & CM (or County)	Drawing completion
						USAF Installation Force		

HALFACRE
CONSTRUCTION COMPANY

IV. PROJECT CONTROL

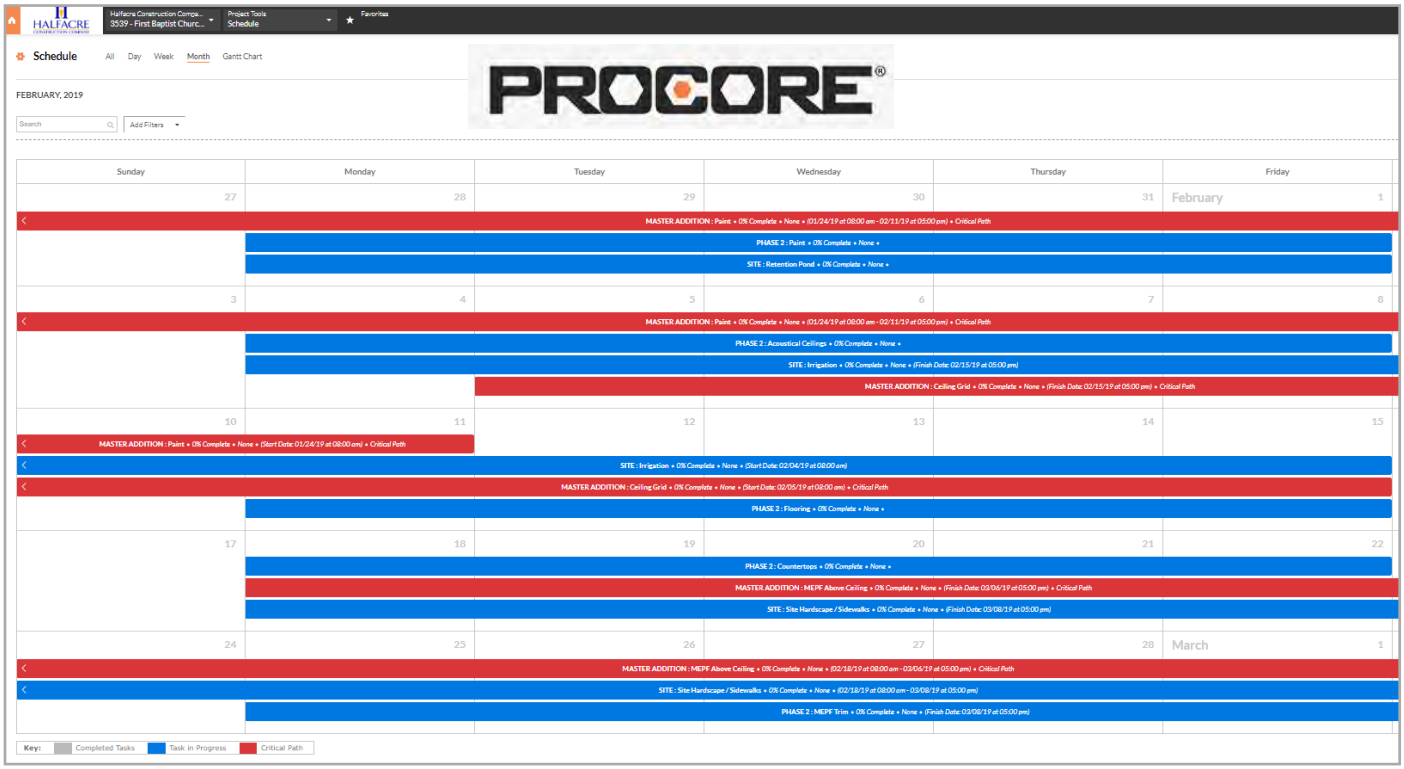
A1. What Techniques are Planned Assuring Schedule is Met

During programming, our team looks forward to engaging all appropriate stakeholders in an interactive, participatory, consensus-building process that accurately defines and balances the program needs, project schedule, phasing and budget with the team's vision for this project. **Jack Cox, Project Executive, and Craig Emery, Senior Project Manager,** will work together with the team to create the overall approach to the delivery of the project.

We will discuss scheduling in this session. A critical element to the success of any project is the development of a logical, executable schedule that has been reviewed and accepted by the entire project team. Subsequent to the initial schedule submission, the master schedule shall be continually updated throughout the project lifespan to reflect the most current project information and the team's input and approvals. **Brett White, Project Manager, and April Pronovich, Assistant Project Manager, will manage and update the construction progress as it relates to the schedule using multiple technologies including Procore, our cloud-based project management system.**

Halfacre will utilize this computer-based schedule control system at the Charlotte County ARFF project to ensure that updates and schedules reports can be accessed as necessary and create a CPM master schedule. Our schedule control system provides the printed schedule reports and computer plotted network diagrams used by the project team so that trade contractors, suppliers, Charlotte County and the Design Team will **know the exact status of the project, what present needs there are and what the future needs will be**. Through the use of our schedule control system, Charlotte County and the Design Team will know the exact status of the project, any present needs and an outlook into what will be needed in the future.

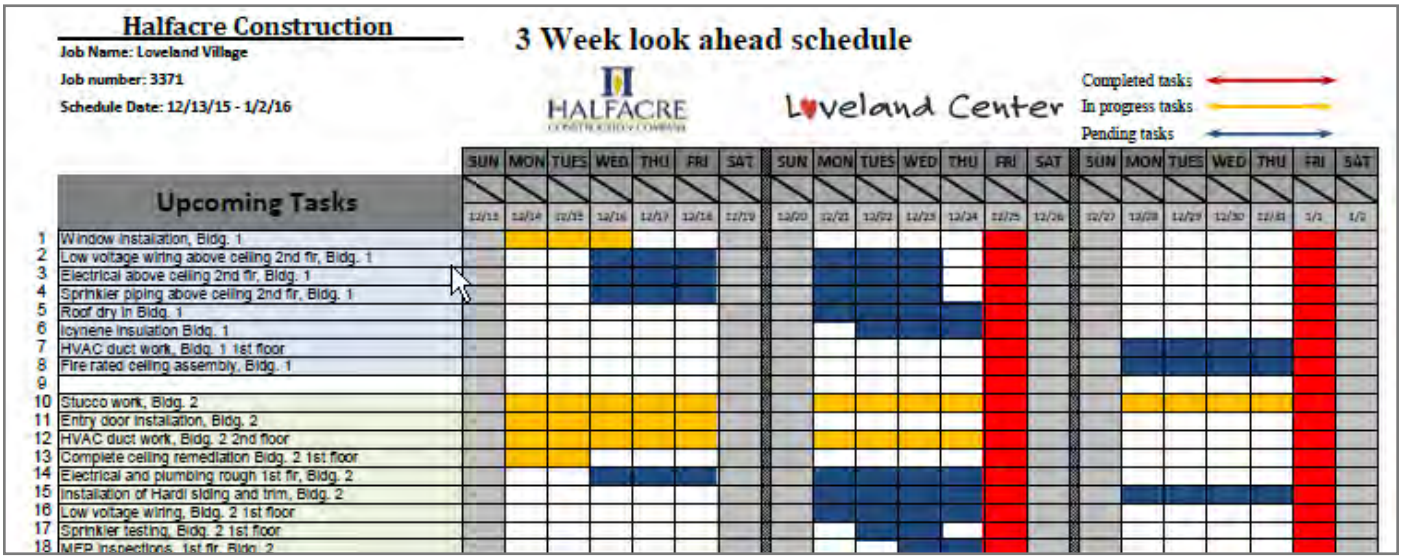
Given that subcontractors are key to completing a project on time, coordination of subcontract scheduling information begins prior to construction. **Each subcontractor is interviewed with respect to the project schedule to ensure meeting target goals.** Scheduling updates and detailed information is discussed with selected subcontractors on a weekly basis during job site meetings. In addition, this information is documented in action-oriented meeting minutes.



IV. PROJECT CONTROL

A2. Who will be responsible assuring schedule is met?

Our Project Manager, Brett White, will be responsible for the schedule during preconstruction and construction. He will manage and update the construction progress as it relates to the schedule. Brett will have weekly and monthly Owner, Architect, and Contractor (OAC) meetings to keep everyone informed on the status of the project. **Once construction has started, our Superintendent, Jerry Kreissler, will also utilize a rolling three-week "look ahead" schedule to coordinate jobsite activities and to communicate with stakeholders.** This detailed schedule will show specifically what aspect of the site is ready, who will perform the work and when they are expected to complete their scopes of work.



B1. What Cost Control Techniques are Planned for Design?

During programming, our team looks forward to engaging all appropriate stakeholders in an interactive, participatory, Halfacre Construction approaches all projects with a dedication to provide great value to the client through accurate pricing and cost controls.

Our very first task is to evaluate the current construction estimates **utilizing our database of historic pricing along with local subcontractor input** to provide input to adjust the estimate as necessary. This instills confidence in the overall project estimate in relation to the budget. Our database of historic pricing is constantly being updated and verified. We have recently completed numerous CMAR projects in Charlotte, Sarasota, Manatee, Hillsborough, Collier and Lee Counties. ALL of these projects have extensive pricing and critical phasing elements that will be utilized to evaluate the pricing and phasing plans for this project.

As with all of our Construction Management projects, **each scope of work is competitively bid** and those bids are compiled into bid tabs by the CM and evaluated by the team to determine the best overall value. Halfacre takes great pride in the fact that the Guaranteed Maximum Prices we develop are complete, accurate and provide the best overall value to our clients.

We anticipate preparing the following estimates and budgets for this project:

- Initial estimates based on design
- Add alternate budgets bases on preliminary information to be used by the team to determine if a full design package is warranted
- Life Cycle Costs Analysis and Value Engineering Option Estimates
- Phased GMP (Guaranteed Maximum Price) budgets
- Final overall project GMP

IV. PROJECT CONTROL

Other project considerations are evaluated while creating the budget:

Stakeholder Engagement. Stakeholder engagement will be critical to ensure the finalization of the new facility. Our plan is to work with the key personnel to identify the primary needs of each department in the new ARFF facility. Our goal is to ensure that every department is included in the project by garnering this input from **Charlotte County Stakeholders**. The next step is to take this critical Stakeholder input and implement into our site design & analysis.

Local Subcontracting. As with all of our projects, it is our intent to identify and use qualified local businesses, including those recommended by the client and some from our own databases of subcontractors and vendors. By utilizing this approach, we feel the project will benefit from the participation of local subcontractors who have **knowledge of the local labor market and suppliers**, and who also have a great incentive and vested interest in performing well in their own community. While it is our practice and policy to prequalify bidding subcontractors, Halfacre's 49 years of working in this region has placed us in a position to know which subcontractors have a reputation for frivolous change orders and poor workmanship, and which ones are consistently reliable.

Direct Purchase Sales Tax Program. Halfacre Construction has extensive experience with Direct Purchase Sales Tax program administration. We understand the intent of the program and tailor our proven methods to meet each client's specific goals and requirements. The preconstruction effort to break out materials and labor from subcontractor bids, establish client accounts with material suppliers, and material tracking when it is received on the job site is critical to maximize the tax savings for the client. **The following is a small sample of clients who have benefited from the Direct Purchase Program: Charlotte County Government, Charlotte County Schools, Charlotte County Airport Authority, Sarasota County Government, Sarasota County Schools. Collier County Schools, Manatee County Government.**

VENICE YMCA DAYCARE
DIRECT PURCHASE SUMMARY

PO #	ISSUE DATE	VENDOR	PO BALANCE	PO AMOUNT	SALES TAX ON PO AMT (RATE CHG 10-1-01)	TOTAL PAID TO DATE	SALES TAX SAVINGS ON PD INV	CHANGE ORDER AMT (PO + TAX)	CHANGE ORDER(S) APPROVED TO DATE	CHANGE ORDER AMOUNT DUE
		SEE COLUMN (unhide) "D"	**$0.00**	**$251,462.00**	**$15,338.73**	**$251,462.00**	**$15,338.73**	**$266,800.73**	**$266,800.73**	**$266,800.73**
1	11/22/2017	A & S Building Systems	$0.00	$125,897.00	$7,603.82	$125,897.00	$7,603.82	$133,500.82		
2	12/13/2017	Hollow Metal Specialists	$0.00	$23,891.51	$1,483.49	$23,891.51	$1,483.49	$25,375.00		
3	12/14/2017	Stan Weaver Co.	$0.00	$23,215.00	$1,442.90	$23,215.00	$1,442.90	$24,657.90		
4	12/14/2017	Slade Ross, Inc.	$0.00	$47,740.00	$2,914.40	$47,740.00	$2,914.40	$50,654.40		
5	1/25/2018	Rexel	$0.00	$30,718.49	$1,894.12	$30,718.49	$1,894.12	$32,612.61		

Value Engineering Analysis. Value engineering will begin during preconstruction and continue through the duration of the project. It does NOT require limiting the project scope to save money—rather, it is a disciplined effort to analyze the functional requirements of the project for the purpose of **achieving the lowest total cost without sacrificing speed or quality.** the entire team will have an opportunity to evaluate buildability, systems and materials to find opportunities for efficiencies. All recommendations will be reviewed with Charlotte County and updates will be provided as the project progresses.

Reuse & Recycling Opportunities. Halfacre believes in the practical aspects of GREEN Building, by reusing and recycling building materials when it makes sense for the project. With the cost of building materials escalating, we will make every effort to remove and salvage as much of the existing materials for reuse or scrap pricing as possible.

IV. PROJECT CONTROL

Change Order Management Plan. Change orders are an uncommon occurrence when working with Halfacre Construction. We perform extra due diligence on the front end of our projects to prevent the need for change orders. We are exhaustive in our research and inspections, and we hold our subcontractors accountable to their bids. Nevertheless, should a valid change order be required, the Halfacre team will thoroughly evaluate and analyze the proposed change order to ensure that the County is getting a fair and accurate price for the work performed.

Constructibility Reviews. The Halfacre Construction team is well-versed in quickly assessing potential field conflicts and providing feedback to the design team that can be incorporated into the plans to avoid problems in the field. Our team has constructed millions of square feet of pre-engineered metal buildings and will bring our "lessons learned" expertise to deliver this project on time, on budget and with no change orders.

Life Cycle Cost Analysis. The overall cost of ownership is analyzed by evaluating the actual life cycle cost of a given product or system. We evaluate ALL the design and cost elements of the design to determine the best value.

B2. Demonstrate Ability To Meet Project Cost Control

For almost five decades, the Halfacre Construction team has been successfully working with clients and design professionals to balance the constraints of design, function and budget. Halfacre Construction's philosophy is that the cost control process should be started as early in the design phase as possible and continued through construction. One of the procedures we have developed is the "Scope Evaluation Worksheet." This was used with great success on several recent projects including the Riverview Elementary School Renovation in Hillsborough County. Our process allows the owner and design team to reconcile a "wish list" during the design/preconstruction phases with actual pricing from subcontractors. As your construction manager, Halfacre will manage the process and assist in prioritizing the work scope items to the budget.

We have worked very closely with the Charlotte County Airport Authority to deliver numerous projects on time and on budget. We have performed work for CCAA as the design-builder, CM at Risk and as the design/build on the terminal site access roads and parking lot expansion project. We begin each project with a "design to the budget" philosophy and work closely with the owner in developing both design and budget. In the case of the air traffic control tower, we suggested integrating color into the precast wall panels instead of painting. This saved the CCAA thousands of dollars and significantly simplified their maintenance cost. Halfacre's cost estimating and control methods during the design and preconstruction and construction phases are based on frequent and clear communication between the owners, A/E firms, the construction manager and the subcontractors. Due to the current dynamic nature of construction market, Halfacre utilizes both recent historical data and actual pricing from subcontractors based on the latest revision of the design documents.

B3. Who will be responsible for cost control

Leading our preconstruction efforts will be Reed Giasson, Vice President of Operations, who has a proven name in the local building community for his estimating/pricing capabilities and his strong relationships with the local subcontractors and material suppliers, will prove invaluable when working through the design development and value engineering process. Experienced in all delivery methods for hard bids, construction management, and design build. Reed's efforts through the design and value engineering phase of the ARFF project proved most valuable. He will be responsible for getting the best competitive bids from local subcontractors and working with the team to develop a full project budget during preconstruction. Reed is an expert in Value Engineering and can make recommendations for window systems, roofing products, A/C and interior finishes to save money. **He will also monitor the budget during construction with Brett White, and make any recommendations for opportunities to stay within budget without compromising the design** if unforeseen challenges arise.

IV. PROJECT CONTROL

C. Recent, current and projected workload

PROJECT	OWNER	CONTRACT AMOUNT	UNCOMPLETED WORK
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V. PROPOSED APPROACH

A. Proactive approach to constructibility, quality assurance, bidding and cost and schedule control

Constructibility

Over the years, we at Halfacre have learned to optimize our knowledge and experience in planning, engineering, procurement and field operations. This has resulted in our projects being completed on time, on or below budget and and built to the highest standards of quality.

Halfacre has developed several best practices that help us meet project goals. We will apply the following best practices to the ARFF project:

1. Develop a thorough understanding of the field conditions in relation to the plans. This is accomplished by physically walking the entire project with the design team and the County project manager to compare the field conditions with the plans. This will be the first task on the project so all survey and design assumptions are verified.
2. Select subcontractors who offer the highest value from a price versus quality standpoint. The last few years have created havoc in the contractor market. Many top quality subcontractors have gone out of business or closed their operation. Others have reduced staff and have let equipment conditions erode. As a result, many subcontractors who were once high performing and reputable are now unable to meet our schedule and quality expectations.
3. Solidify the relationship with the design team. Fortunately, Halfacre already has had a good working relationship with many of the submitting design firms. Our excellent working relationships have contributed to the smooth flow of projects from one stage to the next, ultimately benefiting the clients.
4. Maintain continuity of the design team, the construction engineering and inspection teams.
5. Understand that the property owners, nearby businesses and residents are Charlotte County taxpayers and are deserving of a safe, clean, efficient construction project that will create less disruption to the surrounding community.

Quality Assurance & Quality Control

Please see Section C.

Bidding

In order to provide Charlotte County with the best possible product for the project budget, a systematic procurement process will be used to create a highly competitive bidding environment and to minimize exposure to claims from mis-interpretation. This procurement effort involves the deliberate "packaging" of all elements of the project into suitable trade divisions. Each of these packages is separately bid out to subcontractors who have the experience, reputation, manpower and financial capacity to successfully execute their portions of the work.

As with all of our projects, it is our intent to identify and use qualified local businesses, including those recommended by the County and those from our own database of local subcontractors and vendors. In keeping with this mission, we will develop our bid package scopes accordingly. By utilizing this approach, we feel the project will benefit from the participation of local subcontractors who have knowledge of the local labor market and suppliers, and who also have a great incentive and vested interest in performing well in their own community.

While it is our practice and policy to prequalify bidding subcontractors, all the years of working in the Charlotte market has placed us in a position to know which subcontractors have a reputation for frivolous change orders and poor workmanship, and which ones are consistently reliable.

V. PROPOSED APPROACH

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Halfacre Construction Company

Printed on Tue Feb 27, 2018 at 09:33 am EST

job #: 3466 Sarasota County West Jail HVAC Replacement
2020 Main Street
Sarasota , Florida 34237

Showing Bids For Sarasota County West Jail AHU Replacement ' Due On Tue Nov 8, 2016 at 02:00 pm EST

Company Name	Recipient List	Company Contact Information	Bid Invitation Last Sent	Intent To Bid	Submission Status	Bid Amount	Cost Code	Trades	Notes
Cost Code: 02-02100 - DEMOLITION									
Forristall Enterprises, Inc.	Carlos Gomez, Michael Forristall, Steve Gunnell	9417298150	Tue Oct 25, 2016 at 05:14 pm EDT	Undecided	Unsubmitted		02-02100 - DEMOLITION		
J.P. Services of Florida, LLC	Teye Parodo	(941) 587-4362	Tue Oct 25, 2016 at 05:14 pm EDT	Undecided	Unsubmitted		02-02100 - DEMOLITION		
Cost Code: 07-07300 - ROOFING									
Crowther Roofing & Sheet Metal of Florida	Earl Gill, John Highfill, Paul Howard, Simon Barton	(941) 243-9600	Tue Nov 1, 2016 at 08:42 am EDT	Undecided	Unsubmitted		07-07300 - ROOFING		
Southern Roofing Company	George Butler	(813) 251-5252	Tue Nov 1, 2016 at 08:48 am EDT	Undecided	Unsubmitted		07-07300 - ROOFING		
Sutter Roofing	Aaron Verito	(941) 377-1000 x419	Tue Nov 1, 2016 at 12:44 pm EDT	Will Bid	Unsubmitted		07-07300 - ROOFING		
Cost Code: 15-15100 - H.V.A.C.									
B&I Contractors	Kimberly Vaughan, Shane Farrell	(239) 332-4646	Tue Oct 25, 2016 at 05:13 pm EDT	Will Not Bid	Unsubmitted		15-15100 - H.V.A.C.		
BCH Mechanical, Inc	Tasha Munne	(727) 546-3561	Tue Oct 25, 2016 at 05:13 pm EDT	Will Bid	Unsubmitted		15-15100 - H.V.A.C.		
United Mechanical, Inc.	Cari Whitehouse, Mike Whitehouse	(239) 939-4502	Tue Oct 25, 2016 at 05:13 pm EDT	Will Bid	Unsubmitted		15-15100 - H.V.A.C.		
Cost Code: 16-16000 - ELECTRIC									
Bright Future Electric, LLC	Bobby Trask, Kelly Meyers, Steve Panagiotakis	(941) 752-0939	Tue Oct 25, 2016 at 05:13 pm EDT	Will Bid	Unsubmitted		16-16000 - ELECTRIC		
NCN Electric, Inc.	Ken Dixon, Mike West, Todd Nowe	(941) 488-0005	Fri Oct 28, 2016 at 11:17 am EDT	Undecided	Unsubmitted		16-16000 - ELECTRIC		
Westcoast Electric	Kenton , Randy Rude	(941) 429-4300	Tue Oct 25, 2016 at 05:13 pm EDT	Will Not Bid	Unsubmitted		16-16000 - ELECTRIC		

For more information on cost and schedule control, please see Section IV. Project Control.

B. What specialized facility construction experience can assist with this project?

Our team brings decades of relevant experience that will assist in the success of this project. We have reviewed document #150-5220-17B, and believe the following Construction Management experience has aligned us with requirements for the ARFF facility:

I. Vehicle Support /Storage / Fueling / Bays

- Charlotte County EMS/Fire Vehicle Maintenance Facility - Craig Emery & Brett White
- Gold Coast Eagle Distribution
- Manatee County Port Authority
- Sarasota County Area Transit Transfer Station
- Port Manatee Access Control Center

2. Control Station

- Charlotte County Public Safety Building - Craig Emery & Brett White
- CCAA Air Traffic Control Tower
- SRQ International Airport Air Traffic Control Tower
- Port Manatee Access Control Center
- MacDill AFB
- Hardee County IDA TechRiver Building

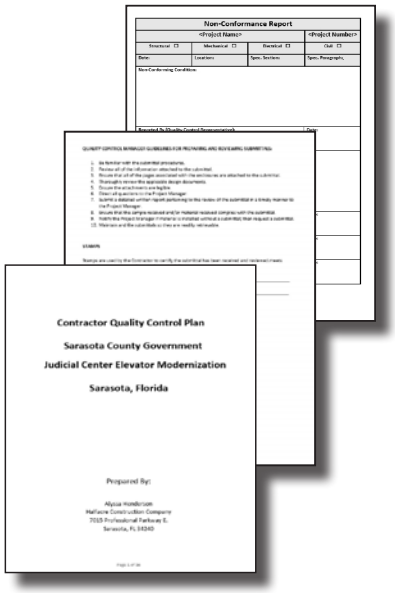
3. Highly Technical Facilities

- Sun Hydraulics
- USDA Insect Research & Development Laboratory
- Natural Immunogenics Manufacturing Facility
- Charlotte County Public Safety Building - Craig Emery & Brett White

4. Safety Showers/ First Aid Equipment
    - USDA Insect Research & Development Laboratory
    - Peace River Water Authority Water Testing Laboratory
    - SRQ International Airport Air Traffic Control Tower
    - Charlotte County Public Safety Building - Craig Emery & Brett White
5. Training / Commercial Classrooms
    - SRQ International Airport Air Traffic Control Tower
    - Charlotte County Public Safety Building - Craig Emery & Brett White
    - Sun Hydraulics
    - Sarasota County Field Operations
    - MacDill AFB
    - Mercedes Scientific Center
6. High Hazard Sprinkler Systems
    - Federal Port Corporation
    - Sun Hydraulics
    - Peace River Water Authority Water Testing Laboratory

C. What methods will you employ to ensure Charlotte County receives a quality project?

Halfacre prides itself on the ability to produce the highest quality projects at the best overall value for the clients. The quality of a project begins with clear well-thought-out designs with good quality materials specified. Then it is up to the subcontractors to install the materials and do the work properly. Halfacre continually screens and evaluates the subcontractors in our database. Subcontractors who "fall short of the mark" do not get invited to bid on our projects. Our superintendents are trained to immediately spot and correct any defects in the field before they have an opportunity to turn into a quality problem. Our dedication to following the plans and specifications with approved submittals and the very best subcontractors produces a very high level of quality and also a very satisfied customer.



If there is a question or potential for a mistake, we prepare mock-ups on site to establish for approval and reference for the trades involved. The use of mock-ups, digital photographs and close supervision result in a high quality work product. Some specific points of the QA/QC program are:

- QA/QC meetings on a regular basis
- Mock-ups of typical installations
- Pre-installation meetings with subcontractors
- Inspection of materials
- Daily inspection of installed work
- Careful recordkeeping

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MERCEDES
SCIENTIFIC

VI. RECENT SIMILAR PROJECTS

CHARLOTTE COUNTY AIRPORT AUTHORITY

PUNTA GORDA, FLORIDA

Overview

In 2006, Halfacre Construction was selected to rebuild of the Punta Gorda Airport's new terminal that was destroyed by Hurricane Charlie. The original contract was $4.6 million and included a new 16,000 terminal, baggage handling systems, short and long term parking lots, airside apron improvements, and various hangar repairs. Since that original contract, Halfacre has completed a wide variety of projects for the airport authority ranging from a new air traffic control tower to a new 0.5 mile road extension complete with all utilities to terminal renovations for the Transportation Security Administration (TSA). The typical delivery method has been either as a Design Builder or as a Construction Manager. A partial list of projects includes:

- 16,000 SF Airline Terminal ($5.62M)
- New T-Hangars & Various Projects($617k)
- New CCAA Board Meeting Room ($221k)
- 135' Air Traffic Control Tower ($2.4M)
- TSA Terminal Renovations($178k)
- New Rental Car Wash & Detail Center ($294K)
- New 10,000 SF Administration Building($1.37M)
- New Road Extension (Cheney Way) ($1.2M)
- Terminal Site Improvements ($1.4M)

SERVICES PROVIDED
Preconstruction
Construction Management

DATES
2006 - 2013

INITIAL & FINAL COST
Various

OWNER
Charlotte County Airport Authority
James Parish, Director of Engineering
941.639.1101 x 102
japrish@flypgd.com

PROJECT TEAM
Jack Cox, Project Executive
Reed Giasson, Preconstruction
Craig Emery, Project Manager
Brett White, Project Engineer
Jay Simpson, Superintendent

Project Control

Even before Hurricane Charlie devastated the Punta Gorda area in 2005 and completely demolished the Charlotte County Airport Authority's terminal and other infrastructure, Halfacre Construction was the "go to" contractor building airplane T-hangars and managing other construction projects. But after Charlie, the relationship between Halfacre and CCAA reached a new level as Halfacre continues to prove ourselves time and time again as a dedicated construction manager, design builder or hard bid contractor depending on the grant funding requirements managed by the CCAA.

In 2005, Halfacre was awarded the design/build contract for the phased multi-year replacement and expansion of the airport's terminal, short term parking, long term parking, rental car staging and various airport building improvements with a final contract of $5,621,000. The new 16,000 SF terminal, short term, long term, rental car parking lots were phased to accommodate the active airport and FAA and FEMA construction guidelines. The phased contract included renovations to the terminal, repair and replacement of numerous hangars, and other airport buildings and infrastructure including short term parking lots, long term parking lots.

In order to make room for their future terminal expansion, Halfacre was selected to as the Design Builder to transform of an old Fed Ex facility into a state of the art boardroom with seating for five commissioners and select staff at the dais, public seating for 100 guests, restrooms and a catering kitchen. The CCAA Board meeting room was started in October and completed in December of 2010 and even though this was a relatively small budget of $221,000, it was a high profile project that is utilized for the airport authority's monthly board meetings.

In 2010, the Airport Authority solicited Construction Managers at Risk for the construction of their new Air Traffic Control Tower.

Again Halfacre Construction was selected and immediately started working with the design team to bring the project into budget. The original budget was in excess of $3M based on the architects initial concepts. As the CM, we engaged our subcontractor database and provided input to the architect and engineering consultants as to the most efficient means and methods and what building systems would be the easiest to maintain over the life of the structure. Many debates and estimates were completed to finally result in a project that was delivered on time and for a total cost of $2,395,000. Some of the items discussed were if the structure should be made out of precast concrete panels or if it should be constructed with structural steel and cast in place wall system. The final result was for the entire structure to be made with pre-impregnated precast panels and floor systems. This allowed for the exterior to be essentially maintenance free and was actually a cost savings for the 132' structure.

The rental car facility was another design build project and it started in October of 2011 with a 90 day construction schedule. It was critical that the facility be complete before the airport's peak season that starts after Christmas. The facility included a four bay wash and detailing stations along with CCAA approved exterior finish pallet and roof system. The total budget for the carwash facility was $294,000.

The new 10,000 SF Administration Building was delivered using the Design Build delivery process. Design and permitting took place in late 2011 with construction from January through August 2012. The final construction value for the building and site work was $1,369,000.

In 2013, Halfacre is currently on site as a hard bid contractor performing the $1.4M Terminal Site Improvements. This is another multi-phase project to improve auto traffic flow in and around the terminal departure/arrival areas along with more parking and drainage improvements. For over six years, the Charlotte County Airport Authority has trusted Halfacre Construction to serve as their contractor.

SPECIALS OPERATIONS BUILDING MACDILL AFB

TAMPA, FLORIDA

This was a construction management at risk project for the Florida Department of Military Affairs at MacDill Air Force Base. Halfacre Construction was the Construction Manager and Bhide & Hall was the Project Architect.

The project consisted of a new 4,000 SF Pre-Engineered Storage/Office Building. The scope of work included new electrical transformer & service, installation of communication network, new HVAC equipment & devices, interior plumbing & connections, site work & utilities, asphalt driveway, split face cmu walls & interior finishes. The project was complete on time and under budget.

The key components to this project success was the overall team communication between Halfacre, Bhide & Hall, FL Department of Military Affairs and the MacDill AFB personnel assigned to this project. All criteria required for MacDill AFB were met on this project.

SERVICES PROVIDED
Preconstruction
Construction Management

DATES
2013 - 2014

INITIAL & FINAL COST
$1 M | $1 M

OWNER
MacDill Airforce Base
Mark Watkins
904.823.0284

PROJECT TEAM
Jack Cox, Project Executive
Reed Giasson, Preconstruction

SRQ AIRPORT ATCT & TRAINING ROOM

SARASOTA, FLORIDA

The 128-foot tall, $25 Million air traffic control tower is located at the Sarasota Bradenton International Airport and was completed in 2018. The new tower is equipped with the latest aviation technology, giving air traffic controllers more precise, system-wide information about weather and flight data. The facility also includes a 9,000-square-foot base building that houses equipment, administrative offices and training room. Halfacre's superintendent on the project, Mike Lawton received a certificate of recognition for quality and innovation from the Federal Aviation Administration Air Traffic Organization for his work.

"The new air traffic control tower at Sarasota Bradenton International Airport an example of what can be achieved with collaboration and cooperation."
- Rick Piccolo, President & CEO

SERVICES PROVIDED
Preconstruction
Construction Management

DATES
2009 - 2018

INITIAL & FINAL COST
$25 M | $25 M

OWNER
SRQ Int'l Airport
Ken Hinkle, Project Manager
941.359-2770 x 4278
Ken.hinkle@srq-airport.com

PROJECT TEAM
Jack Cox, Project Executive
Reed Giasson, Preconstruction
Craig Emery, Project Manager

MANATEE COUNTY PORT AUTHORITY

PALMETTO, FLORIDA

Port Manatee is the closest U.S. deepwater seaport to the expanding Panama Canal. For the past twenty years, Halfacre Construction has been involved in the ongoing construction of various projects at Port Manatee, managed by the Manatee County Commissioners under a separate authority. Halfacre has completed over 2 million square feet of construction on projects ranging from the Access Security & Control Center to the two-story Administration Building.

Given Port Manatee's close proximity to the Gulf of Mexico and the nature of its soil conditions, many considerations have had to be taken with regards to managing and protecting the surrounding resources. Managing a well-coordinated team effort with the design consultants, Port staff and our subcontractors has been instrumental to the success of any of these projects. Site work packages that Halfacre has completed at the Port have encompassed approximately 20 acres of heavy asphalt paving, sidewalks, fencing, site lighting, native Florida landscaping and irrigation. Constructions of buildings directly on the berth have required special precautions due to the tight side conditions and constant movement of intermodal traffic. Full site access has had to be granted to Port staff, TSA, US Customs and the stevedores due to the high security nature of business at the Port Complex.

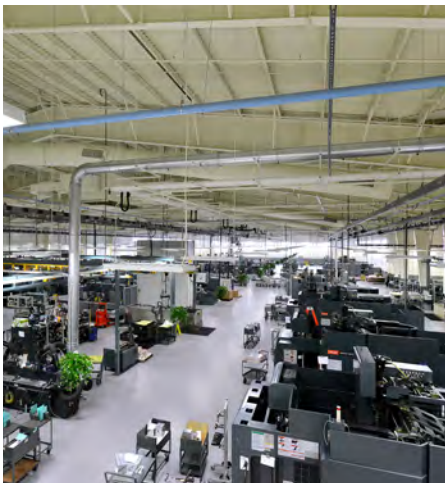
SERVICES PROVIDED
Preconstruction
Construction Management

DATES
2007 - Present

INITIAL & FINAL COST
N/A | $20 M

OWNER
Manatee Port Authority
George Isiminger, Director of Engineering
941.722.6621
gisiminger@portmanatee.com

PROJECT TEAM
Jack Cox, Project Executive
Reed Giasson, Preconstruction



SUN HYDRAULICS CORPORATION

SARASOTA, FLORIDA

Sun Hydraulics is a leading designer and manufacturer of high-performance screw-in hydraulic cartridge valves and manifolds that control force, speed and motion as integral components in fluid power systems.

This contract involved expansion of the Sun Hydraulics facility just north of the Sarasota Bradenton airport. The project was phased to include a $3.2 million chilled water energy plant that utilized thermal energy storage (ice) tanks and a new manufacturing facility. This new central energy plant was sized to incorporate the demands at their existing facility at 701 Tallevast Road along with the new 75,000 SF $15 million manufacturing facility. This state of the art manufacturing facility incorporated a unique pre-engineered metal building technology with exterior mainframe columns that provided an unencumbered interior wall to maximize flexibility within the manufacturing area.

SERVICES PROVIDED
Preconstruction
Construction Management

DATES
2013 - 2015

INITIAL & FINAL COST
$18.2 | $18.2M

OWNER
Sun Hydraulics
Jim Bryington, Facility Manager
941.362.1200
Jim.Bryington@sunhydraulics.com

PROJECT TEAM
Jack Cox, Project Executive
Reed Giasson, Preconstruction
Craig Emery, Project Manager
Jerry Kreissler, Superintendent

GASPARILLA ROAD IMPROVEMENTS

CHARLOTTE COUNTY, FLORIDA

Halfacre provided preconstruction and construction management services design and schedule coordination, utility coordination and relocations, permitting, and construction of approximately 2-1/2 miles of Gasparilla Road from the intersection with SR 776 south to the area of Rotonda Boulevard East.

The roadway improvement includes all aspects of road and utility construction. Halfacre is delivering the project in the phases available for construction along the roadway corridor to maintain a high level of traffic flow. The project required the CM and the design team to work closely with the County to determine appropriate right of way purchases and easements along with identifying the permits needed, and what utility relocations would be necessary. This project required extensive and specialized maintenance of traffic plans relating to each phase of the project.

SERVICES PROVIDED
Preconstruction
Construction Management

DATES
09/2014 - 12/2016

INITIAL & FINAL COST
$25M | $25M

OWNER
Charlotte Co. Public Works
Brian Barnes, Project Manager
941.575.3612
brian.barnes@charlottefl.com

PROJECT TEAM
Jack Cox, Project Executive
Reed Giasson, Preconstruction
Craig Emery, Sr. Project Manager
Brett White, Project Manager

28000 A-1 Airport Road
Punta Gorda, Florida 33982
www.flypgd.com

FLYPGD.COM
Charlotte County Airport Authority

(941) 639-1101
(941)639-4792 Fax
jparish@flypgd.com

March 21, 2011

RE: Halfacre Construction

Dear Board:

The Charlotte County Airport Authority contracted with Halfacre construction for the design and construction of a new commercial airport terminal. Halfacre was chosen after an extensive, qualifications based, bid process. Our experience during this project was extremely satisfactory. The project was completed within the time frame allotted even with extensive design modifications during construction. In addition to the Terminal Project Halfacre Construction was tasked with the design and construction of a long-term and short-term parking facility that included over 2 miles of roadway widening and overlay. During this time Halfacre Construction and their subcontractors were able to control traffic demands on the existing facilities without hindering the operation of existing airport tenants and businesses.

Halfacre Construction is currently undertaking the construction of the Air traffic Control Tower on the airport, the project is on budget and ahead of schedule. Halfacre Construction was previously selected as low bidder on a hanger project that included taxiway construction as well as control traffic on existing aircraft taxiways. Our experience over multiple projects is that Halfacre Construction is a well-managed and capable company; we would not hesitate to use them again.

Sincerely yours,
Charlotte County Airport Authority

James W Parish, P.E.
Assistant Director and Director of Engineering and Development.

Cc: Jack Cox
Andy Stultz

28000 A-1 Airport Road
Punta Gorda, Florida 33982
www.flypgd.com

FLYPGD.COM
Charlotte County Airport Authority

(941) 639-1101
(941) 639-4792 Fax
airport@flypgd.com

July 2, 2013

Reference: Reference for Halfacre Construction Company

To whom it may concern:

Halfacre Construction Company has completed a number of projects at the Punta Gorda Airport for the Charlotte County Airport Authority, a Special Independent District of the State of Florida.

These projects include:

- Air Traffic Control Tower: $3,352,507 ($2,395,104 net after owner direct purchases) completed in 2011
- Administration Building: $1,368,964 completed in 2012
- Car Wash Facility: $293,739 completed 2012

In addition currently we have under contract the following;

- Terminal Site Improvements: $478,036 scheduled to be complete in August 2013
- Rental Car Operations Facility Build Out: Budget $150,000
- Terminal Renovations: Budget $50,000

We extremely pleased with the cost effective and timely deliverance of the projects provided by Halfacre. We certainly will use this contractor again. We would be happy to give you a tour of these facilities to see the quality built into these projects.

Sincerely,

Gary P Quill
Executive Director

Special Operations Memorial Foundation, Inc.

P.O. Box 6696, MacDill AFB, Florida 33608-0696

Halfacre Consruction Co.
7015 Professional Parkway East
Sarasota, Florida 34240

Dear Mr. Cox

On behalf of the Board of Directors of the Special Operations Memorial Foundation and the Soldiers, Sailors, Airmen and Marines of the Special Operations Command thank you and the members of your company for the absolutely wonderful work done on our behalf.

Everything about the memorial and its construction exceeded our expectations. We knew that with our design, calling for walls that were all "turns and twists" and had a requirement for the installation of one foot square granite plaques---that wouldn't bend---would be a construction challenge. But those plaques, honoring our fallen warriors, went on the walls without a hitch thanks to your meticulousness attention to detail and exacting work.

Once again, thank you for all that you've done to make our memorial a very special tribute to all of the over fifty thousand members of the United States Special Operations Command, and their families. It's now also "the place" to conduct retirement and promotion ceremonies.

I've attached an "overhead" view that I feel shows best the great work that you performed.

Sincerely,

(signed)
James C. McCombs, MajGen, USAF (ret)
Chairman

(Posthumous)

BOARD OF DIRECTORS AND OFFICERS

Chairman
Maj. Gen .James C. McCombs, USAF (ret)

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MG Joseph C. Lutz, USA (ret)
(Chairman - Posthumous)
Richard A. Tappan
(Vice President - Posthumous)

USSOCOM Liaison
Col Gavin, USAF

1500 West University Parkway
Sarasota, Florida 34243

phone 941-362-1200
www.sunhydraulics.com

July 3, 2013

RE: HalfAcre Construction Letter of Reference

Dear Sir or Madam:

HalfAcre Construction was selected over three years ago to partner with Sun Hydraulics on construction of a new 75,000 sq/ft manufacturing facility and a new Thermal Energy Storage system facility located at 803 Tallevast Road in Sarasota, Florida. Sun's investment into these two facilities is $16.6M for the manufacturing facility with expected completion in the third quarter of 2013 and $3.0M for the investment into the Thermal Energy Storage facility completed in October of 2011.

We have been very pleased with the professionalism of the entire HalfAcre team and their subcontractors. When a manufacturing company decides to expand in the local area, having a knowledgeable partner to work with is essential in the success of the project with little disruption for our customers. This is why we have chosen to partner once again with HalfAcre on our next remodel project at our current manufacturing facility at 701 Tallevast Road in Sarasota later this year.

If you would like to discuss the relationship between Sun Hydraulics and HalfAcre construction in more detail, please do not hesitate to contact me directly.

Sincerely,

Tim A Twitty
SUN Hydraulics
TimT@sunhydraulics.com

HALFACRE
CONSTRUCTION COMPANY

VII. EXPERIENCE & CAPABILITIES

A. Working with Fire Training Facilities

Halfacre Construction has extensive experience working with government facilities in Southwest Florida that have similar components and requirements to fire training facilities. Below is a sample of previous projects, both new construction and renovations on active sites.

CHARLOTTE COUNTY AIRPORT AUTHORITY	Air Traffic Control Tower
	Administration Offices
	Rental Car Office
	Terminal Renovation
	Board Room Build-Out
	UPS Terminal
	Parking Lot / Site Improvements
HARDEE COUNTY	IDA PFMan Manufacturing Facility
	IDA Key Plex Complex
	IDA TechRiver Facility
HILLSBOROUGH COUNTY	MacDill Air Force Base Special Ops Facility
MANATEE COUNTY	GT Bray Recreation Center
	Courthouse Renovation
	Jail Window Replacement
	Utilities Building Addition
	Sheriff's Office Freezer Addition
	Manatee County Port Authority Multiple Projects
	Port Manatee Access Control Center
	Federal Port Corporation
SARASOTA COUNTY	Administration Center Renovation
	BOB Building Renovation
	RL Anderson Courthouse Expansion
	Terrace Building Plumbing Renovation
	Tax Collector & Property Appraiser Renovation
	West Jail AHU Replacement
	SCAT Area Transit Facility
	Siesta Key Village
	US Veterans Affairs Dept. National Cemetery Phase I

B. Preconstruction Services with a Focus on Minimizing Cost While Maximizing Scope

A thorough and well planned preconstruction phase sets the stage for a successful construction project. Halfacre Construction will leverage our 49 years of delivering successful Construction Manager projects in Southwest Florida to this project. We have extensive experience working with clients and A/E teams to design and develop phasing plans and construction strategies that will maximize construction dollars while minimizing the impact to the daily on-site operations.

Our goal in the preconstruction phase is to build a team and ensure excellent communication with every team member and stakeholder, including Charlotte County staff, the architect and engineers. We will begin this process with an initial launch meeting involving all team members, at which roles, responsibilities and expectations are established. At this kick-off meeting, we will also define project goals, establish communication processes, establish milestone dates for the design phase and procedures for cost estimation and QA/QC. Based on the input gathered at this meeting, we will create a project manual that will be provided to all stakeholders with a project strategy, work plan, contact information, responsibility charts and more.

Our Preconstruction Management approach also includes:

1. Thoroughly understanding **Charlotte County's overall budget and schedule**; the daily operations schedule, along with the their priorities for the work to be accomplished. It is critical to establish the list of "Needs" versus "Wants."

2. Halfacre Construction establishes **planning budgets for each scope** to establish the overall project schedule. These planning documents allow the team to begin to make decision on what is in the project design and scope.

3. Halfacre Construction and the A/E Project Team **organize the design to align with the priorities** and budget.

4. Halfacre Construction then **identifies project savings** by strategically compressing the schedule by attacking multiple phases at once all the while **maintaining operations**.

Preconstruction Phase Activities (Award – Construction Start)

Upon receipt of a notice to proceed, Halfacre Construction's preconstruction team immediately commences in the preconstruction activities.

- **Inspect and verify the field conditions** and compare to the latest plans for accuracy
- Review/Analyze the **construction phasing** plan as compared to Charlotte County's priorities
- **Gather input** from local subcontractors on costs, best practices, phasing, and schedules
- **Work with the A/E team to design** plans for constructibility and industry best practices
- Develop, **verify and adjust** the current construction estimates to align with Charlotte County's budget
- **Establish a value engineering**/design alternates list and evaluation criteria
- Develop the phasing plan **with input from ALL of the site's tenants**

VII. EXPERIENCE & CAPABILITIES

Minimizing Costs

Halfacre Construction understand the importance of cost analysis and cost control to the meeting the overall construction objectives set by the County. This is why, our first aim is to evaluate the current construction estimates by making use of our current database of historic pricing along with feedback from local subcontractor in order to adjust estimate.

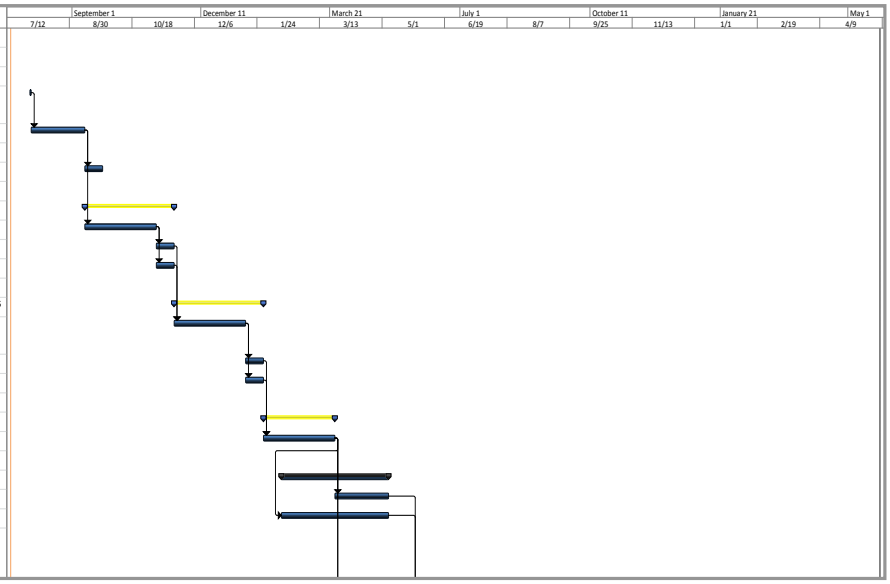
Our database of historic pricing is constantly being updated and verified. ALL of the projects we undertake have extensive pricing and critical phasing elements that will be utilized to evaluate the pricing and phasing plans for this project. As with all of our Construction Management projects, each scope of work will be competitively bid and those bids will be compiled into bid tabs by the CM and will be evaluated by the team to determine the best overall value to the County. Halfacre takes great pride in the fact that the Guaranteed Maximum Prices we develop are complete, accurate and provide the best overall value to our clients.

C. Critical Path Method & which software utilized

Considerably in advance of construction, our team will have prepared a master critical path method (CPM) schedule using Primavera. We will outline all project milestones and tasks including design process, permitting, purchasing, submittals, construction, commissioning, punch list and project close-out. The master CPM schedule is included in the bid documents and will also be incorporated into the contract language with each of the subcontractors for each phase of the project. This ensures alignment and accountability for all project personnel regarding working hours, special events, and start and finish dates. The design and permitting phase schedules will dovetail with construction phase schedules.

Subsequent to the initial schedule submission, the master schedule shall be continually updated throughout the project lifespan to reflect the most current project information and the team's input and approvals. Our senior project manager and project manager will manage and update the construction progress as it relates to the schedule. Our Superintendent, Jerry Kreissler, will also utilize a rolling, three-week "look ahead" schedule to coordinate jobsite activities and communicate with stakeholders. This detailed schedule will show specifically what aspect of the site is ready, who will perform the work and when they are expected to complete their scopes of work.

ID	Task Name	Duration	Start
1	**Design Team Selection**	1 day	Thu 6/25/15
2	*Complete*		
3			
4	**Construction Manager Selection**	1 day	Thu 7/30/15
5	**Approvals**	30 days	Fri 7/31/15
6			
7	**Program Verification**	10 days	Fri 9/11/15
8			
9	**Schematic Design**	**50 days**	**Fri 9/11/15**
10	Schematic Design	40 days	Fri 9/11/15
11	Charlotte County Review	10 days	Fri 11/6/15
12	CM Cost Estimate	10 days	Fri 11/6/15
13			
14	**Design Development**	**50 days**	**Fri 11/20/15**
15	Design Development Documents	40 days	Fri 11/20/15
16	Charlotte County Review	10 days	Fri 1/15/16
17	CM Cost Estimate	10 days	Fri 1/15/16
18			
19	**Construction Documents**	**40 days**	**Fri 1/29/16**
20	Construction Documents	40 days	Fri 1/29/16
21			
22	**Permitting**	**60 days**	**Fri 2/12/16**
23	FFWL Permit	30 days	Fri 3/25/16
24	SWFWMD Permit	60 days	Fri 2/12/16
25	** Existing Permit on Site, Possible Modification could decrease time*		



VII. EXPERIENCE & CAPABILITIES

Halfacre utilizes a wide variety of technology to communicate and distribute information internally within the project team. We will have weekly and monthly Owner, Architect, and Contractor (OAC) meetings to keep everyone informed on the status of the project. We will manage and report on the following:

- Estimates & Budgets
- Submittals & Submittal Logs
- Requests For Information & RFI Logs
- Schedules
- Value Engineering Options
- Permitting Logs
- Any other reporting deemed necessary for Charlotte County

Communication

To ensure seamless teamwork and service, we will use our powerful, web-based project management software Procore, which allows all team members to see and use all project information and documents in real time, and easily communicate with each other through every phase. Procore is an extremely useful tool allowing team members to see up-to-the minute project information and statuses at any time. This facilitates total transparency and excellent communication. Through Procore, we will manage all phases of the project from preconstruction through the bidding process, RFIs and submittal reviews and during construction and closeout. Since the program is web-based, all information is readily available on any smartphone, tablet or computer.

Building Information Modeling

Halfacre Construction has extensive experience using BIM software with our architects and engineers. The photo on the right is of the $20M Sun Hydraulics project that we utilized Autodesk's Revit software for the Architecture, MEP&F and structural design.

Halfacre also uses the VP Command software by Varco Pruden to model and design the pre-engineered metal building. This speeds up the process (and accuracy) of determining eave heights, framed openings, foundation reactions, etc. needed by the design team. Below is an example of the VP Command software that we used to develop an initial design for a recent project.

Our experience allows us to work seamlessly with the owner, the design team and all subcontractors to bring the most value to the project.

VII. EXPERIENCE & CAPABILITIES

D. Cost Analysis & Control

Please see Section IV. Project Control

E. Permitting Within Charlotte County

Halfacre has been working in Charlotte County for decades and our project team has built everything from the Public Safety Building and the CCAA Air Traffic Control Tower, to the Bermont Road Improvements and was the CM at Risk for the Gasparilla Road project. Through all this work, we have developed an excellent working relationship with all permitting agencies. We have never had any permitting issues that have negatively impacted our projects.

As the Construction Manager, we will be actively involved with the Design Team and County staff to identify all the permits that will be required very early in the process. We will develop a complete list of required permits and log their submissions, comments and issuances to eliminate any surprises during the construction process. We will also evaluate a phasing plan that may allow work to be started early. We will then expedite the permitting process to shorten the overall construction schedule if possible.

HALFACRE
CONSTRUCTION COMPANY
srq
FEDERAL AVIATION ADMINISTRATION

VIII. VOLUME OF WORK

In the past 24 months, Halfacre Construction Company has received $1,836,053.45 from Charlotte County. This was the final payment for Gasparilla Road, which was completed in 2016.

HALFACRE
CONSTRUCTION COMPANY

IX. LITIGATION

Halfacre Construction Company has not been named as the defendant or co-defendant in a lawsuit it the last five years.

HALFACRE
CONSTRUCTION COMPANY
BAILEY TERMINAL
DO NOT ENTER / WRONG WAY

X. MINORITY BUSINESS

Halfacre Construction Company is not a certified minority business. However, we understand the County's Minority Business Enterprise policy and goals, and we are committed to abiding by the policy.

We are advocates for utilizing MBE subconsultants as much as we can. Halfacre Construction was the recipient of the School District of Hillsborough County Award of Distinction Office of Supplier Diversity 2008 - 2016.

Halfacre Construction Helps Hillsborough School District Recruit Local Small Businesses

Officials with Halfacre Construction Co., a leading Florida-based commercial and industrial builder, recently recruited several small businesses to help the owners qualify for business-related projects awarded by Hillsborough County Public Schools (HCPS). The outreach was organized by the general contractor along with school district representatives to increase registration and participation in the district's Small Business Encouragement (SBE) program.

Halfacre **President Jack Cox** and **Project Manager Tom Rees** worked with **Henry Ballard,** HCPS Supplier Diversity Officer, and **Bob Morrison,** of Morrison & Associations, to organize the meeting and brief the businesses represented.

Ballard outlined the SBE program goals and objectives, defined the benefits it offers small businesses, and reviewed requirements for businesses to register and be considered for project bids and contracts.

Henry J. Ballard Jr., far right, welcomes representatives of small businesses to the Office of Supplier Diversity. Photo provided by Office of Supplier Diversity.

the school district, Halfacre relies on subcontractors to help it win bids and successfully complete projects for the school district representing millions of dollars worth of work.

One of the criteria mentioned

dollars – is that the primary contractor help increase the number and type of small businesses available through the network.

"There is no better hidden secret

need to re-invest our taxpayer dollars back into the Tampa Bay community. And that is what this program set out to accomplish when it was developed."

The following businesses participated in the workshop to learn more about the Small Business Encouragement Program, or to complete applications already in the works8

- Absolute Aluminum of Bradenton
- Big J Services of Wimauma
- Ed's Electric Company of Lutz
- Gator Communications of Apollo Beach
- Roesch Housemovers of Largo
- Thunder Bay Construction of Tampa
- T&S Enterprises of Plant City

Tom Rees, a project manager for Halfacre, characterized the need to continually expand and increase the small businesses participating in the program as a "win-win."

For more information on the Office of Supplier Diversity please call

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
	John J. Cox III (Jack Cox) | President	30	Sarasota	Sarasota	Sarasota
	Reed Giasson | VP of Operations	20	Sarasota	Sarasota	Sarasota
	Craig Emery | Senior Project Manager	30	Punta Gorda	Punta Gorda	Port Charlotte
	Brett White | Project Manager	15	Punta Gorda	Punta Gorda	Arcadia
	April Pronovich | Assistant Project Manager	13	Punta Gorda	Punta Gorda	Punta Gorda
	Jerry Kreissler | Superintendent	30	Punta Gorda	Punta Gorda	Port Charlotte
	Alyssa Henderson | Fire Safety Liason	10	Sarasota	Sarasota	Bradenton

2.	Magnitude of Company Operations	
	[illegible]	36,242,514.00
	[illegible]	1
	[illegible]	25,000,000.00

3.	Magnitude of Charlotte County Projects	
	[illegible]	0
	[illegible]	1,836,053.45

4.	Sub-Consultant(s) [illegible]	Location	% of Work to be Provided	Services to be Provided
	N/A			

5. Disclosure of interest or involvement: [illegible] N/A

	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	

NAME OF FIRM Halfacre Construction Company

(This form must be completed and returned)

6. Minority Business:	**Yes** _____ **No** X
[illegible]	
Comments or Additional Information:	

[illegible]

[illegible]

[illegible]

[illegible] 1 [illegible] 4/5/19 [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible]

[illegible] [illegible] X [illegible]

Halfacre Construction Company — 941.907.9099 — 941.907.9079

[illegible]

59-1297826

[illegible]

8079 Golf Course Blvd.

[illegible]

Punta Gorda, FL 33982 — 49

[illegible]

Other Location: 7015 Professional Pkwy E. Sarasota, FL 34240

[illegible]

Craig Emery, Senior Project Manager — 941.907.9099 — 941.907.9079

[illegible]

Reed Giasson, VP Operations of Halfacre Construction

[illegible]

April 11, 2019

[illegible]

rgiasson@halfacreco.com

[illegible]

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

[illegible] 28 [illegible] Halfacre Construction Company [illegible]

1. [illegible]

2. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

April 11, 2019

[illegible]

END OF PART IV

(This form must be completed & returned)

HALFACRE
CONSTRUCTION COMPANY

Halfacre Construction Company | 8079 Golf Course Blvd. Punta Gorda, FL 33982 | 941.907.9099 | CGC059556

COPY

Statement of Qualifications for

Construction Manager at Risk Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility

RFP No. 2019000311

April 11, 2019

Submitted To:

Charlotte County
Purchasing Division
18500 Murdock Circle, Ste 344
Port Charlotte, Florida 33948-1094
Tel: (941) 743-1548

Submitted By:

A² Group, Inc.
18245 Paulson Drive, Ste 111
Port Charlotte, Florida 33954
Tel: (941) 206-2288 x 1040
www.a2group.com

In Conjunction with:

BANKS ENGINEERING

A² GROUP, INC.

A² FLORIDA LICENSES
EB00007338
LC26000250
CGC-045136
CUC-056689

April 5, 2019

Cheri Alexander, CPM, CPPB
Purchasing Division
Charlotte County Administration Center
18500 Murdock Circle, Ste 344
Port Charlotte, Florida 33948-1094

Re: Statement of Qualifications for Construction Manager at Risk, Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility, RFP 2019000311

Dear Selection Committee Members:

A² Group, Inc. (A²); in conjunction with Banks Engineering; is pleased to submit our Statement of Qualifications to Charlotte County for Construction Manager at Risk Services for Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility. We understand that the County is looking for a CM at Risk firm to construct a multi-stall restroom with several showers, covered structure area with fans and spray system, liquid propane tank storage area, concrete burn pit for future training equipment, concrete apron for training vehicles, asphalt driveway with parking area, and all related site work. The property is located at 26571 Airport Road in Punta Gorda. The budget for this project is $2,300,000 and the project will be completed within 210 calendar days from the Notice to Proceed (NTP).

A² is licensed as an engineering, landscape architecture, general contractor and underground utility contractor firm. These licenses set our team apart and are especially important during pre-construction services. We have been able to identify several issues for other clients that prevented financial and time consequences. As such, we maintain a perspective that extends beyond construction management to develop an appreciation for the entire design and construction as well as system maintenance.

As mentioned, we have teamed up with Banks Engineering, which was founded in 1992. It is a civil engineering, planning and surveying firm offering professional services to meet the needs of public and private clients throughout the state of Florida. They have three locations including Fort Myers, Sarasota and Port Charlotte. We are proposing their surveying services for this contract.

At A², we pride ourselves in having a strong track record of building quality projects within budget, ahead of schedule, no client disputes and having a satisfied client. The project quality, our performance and references have been the keys to our success.

A² GROUP, INC.

April 5, 2019

A² employs a highly qualified construction management team following a structured process that has proven very successful on similar public projects for Charlotte County and other agencies throughout Florida. The experience on these projects will provide Charlotte County with continuing innovation to effectively and efficiently manage construction projects.

We have extensive resources and staffing, in every required discipline, in order to provide professional, competent, and affordable solutions for this highly important scope of work. Our staff has the capabilities and experience that are crucial to these projects including contract administration, project management, documented cost control, scheduling, and claims avoidance experience.

We recognize that the relevant experience of a firm is only as important as the assigned staff. The most important resource that A² brings to this project is our people, professionals who are at the forefront in the industry for their competence and commitment. The project organization is simple, direct and effective with clear single source of accountability. The professionals proposed for this project were carefully selected based on their extensive experience.

For this project, we have identified Alberto G. Ribas, P.E., R.L.A., LEED AP as the Project Director. A.J. Ribas will be the Project Manager. David Lane and Rafael Abela will be the Field Superintendents. Jose Mazon will be the Foreman. Michelle Morgan will provide Project Controls. They have successfully worked together on several projects listed in section 6 of this proposal. Richard M. Ritz, PLS from Banks Engineering will provide surveying.

Responsible Office:
A² Group, Inc.
18245 Paulson Drive, Ste 111
Port Charlotte, Florida 33954
Tel. (941) 206-2288 x1040

Contact:
A.J. Ribas (Project Manager)
Port Charlotte Office
E-mail: ribasaj@a2group.com
Tel. (941) 206-2288 x1040

A² has the qualifications, experience, and proactive attitude that ensures the successful management of projects. We strive to be customer focused, identifying and resolving clients' needs throughout the design and construction process. In closing, we are confident that our team will be able to maintain the highest industry standards at the most effective cost. On behalf of A² and our subconsultants, we thank you for the opportunity to present our letter of interest and look forward to continuing our working relationship with Charlotte County.

Sincerely,

A.J. Ribas
Vice President

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1 Proposed Team

General Information

Company Profile

Port Charlotte Office:
18245 Paulson Drive, Ste 111
Port Charlotte, FL 33954
Tel: (941) 206-2288 x1040

Orlando Office:
4303 Vineland Rd, Ste # F3
Orlando, Florida 32811
Tel: (407) 447-5610
Fax: (407) 447-5659

Miami Office:
12915 SW 132nd Street, Ste 5
Miami, Florida 33186
Tel: (305) 668-8939
Fax: (305) 668-9454

Website Address:
www.a2group.com

Years In Business:
22 years

Years with Central Florida Presence:
21 years

Federal ID Number:
65-0469324

Registered Agent:
Alberto G. Ribas, P.E., RLA

Primary Contact:
AJ Ribas-
ribasaj@a2group.com

Organization

A^2 Group, Inc. (A^2) is an engineering, landscape architecture and construction management organization. With offices in Miami, Orlando and Port Charlotte, we have assembled a highly qualified staff following a structured process that has proven very successful on private and public construction engineering and management programs in Florida, the United States and the Caribbean.

Experience

A^2 provides licensed general contracting services, program management, engineering, and landscape architectural design, pre-construction services, bid and award, construction management, construction management at risk, construction engineering inspections for roadway projects, post-construction service, and technical consultation.

Quality

The success of A^2 is directly related to the quality of its services and products. As part of our Total Quality Management philosophy, we have established Quality Controls/Assurance Plans on our projects. The results have provided our clients and the public with quality service and projects. The quality of our work provides essential customer value, which attracts and retains customers. In fact, over 90 percent of our work is repeat business from clients.

Employees

A^2 strongly believes that to be at the leading edge, all employees must participate in continuing education. Our strong fundamentals allow us to provide practical and cost effective solutions for clients. As a result, A^2 has been able to deliver quality services and projects on time and within budget.

Social Responsibility

A^2 understands the importance of supporting the local community. Our contributions include hiring local staff, volunteering for worthy causes, and providing financial support through charitable donations.

Corporation Information

Corporate Charter

Federal ID Number:

65-0469324

Document Number:

P94000010140

Date of Incorporation:

February 8, 1994

State of Incorporation:

Florida

Name of President:

Alberto G. Ribas, P.E., RLA

Names of Vice Presidents:

German Rey, Jr.
A.J. Ribas

Name of Secretary:

Alberto G. Ribas, P.E., RLA

Name of Treasurer:

German Rey, Jr.

Bankruptcy History:

None

State of Florida
Department of State

I certify from the records of this office that A2 GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 8, 1994.

The document number of this corporation is P94000010140.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 22, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of January, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 5878877638CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Proposed Personnel

Staff Members

Proposed Personnel from A²:

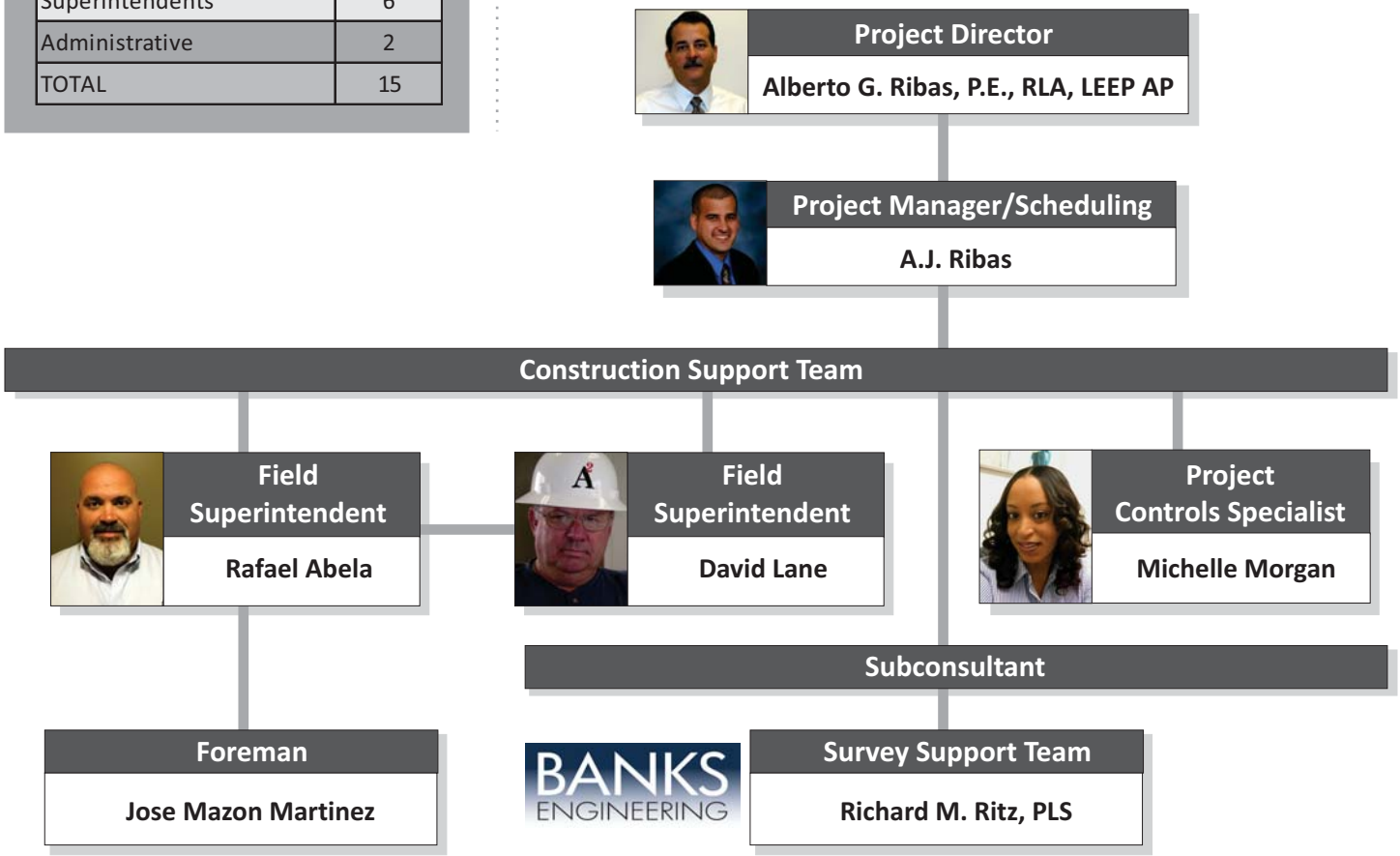
- Alberto G. Ribas, P.E., RLA (Project Director)
- A.J. Ribas (Project Manager)
- David Lane (Superintendent)
- Rafael Abela (Superintendent)
- Jose Mazon (Foreman)
- Michelle Morgan (Project Controls)

Additional Personnel in the Orlando Office that can Assist:

Project Managers	2
Project Engineers	2
Estimators	2
Schedulers/Project Controls	1
Superintendents	6
Administrative	2
TOTAL	15

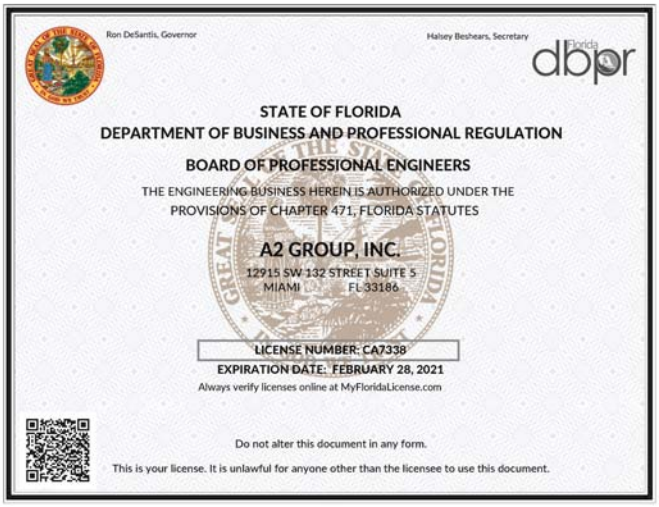
A² strongly believes that the best way to staff a project is with a team that starts during pre-construction and works all the way through to project completion. They work together on the design, constructability review, value engineering, schedule, subcontractor bidding, submittals, RFIs, management of the project, weekly meetings, substantial completion, punch-list, close-out and warranties. This is the only way to ensure that the everyone on the team completely understands every aspect of the plans, relationships, and project.

The management of our team from pre-construction services to completion will be handled by Alberto G. Ribas, P.E., RLA, the Project Director, and AJ Ribas, the Project Manager and will be responsible for scheduling and project controls. The Project Manager will not be substituted without the express permission of Charlotte County. David Lane and Rafael Abela will be our Field Superintendents. Jose Mazon Martinez will be the Foreman. Michelle Morgan will be the Project Controls Specialist. Surveying will be provided by Richard Ritz, PLS from Banks Engineering. **Their background and project descriptions are provided in detail in section 3 of this proposal.**



Professional Licenses

Business Licenses


Ron DeSantis, Governor
Halsey Beshears, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
A2 GROUP, INC.
12915 SW 132 STREET SUITE 5
MIAMI FL 33186
LICENSE NUMBER: CA7338
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com
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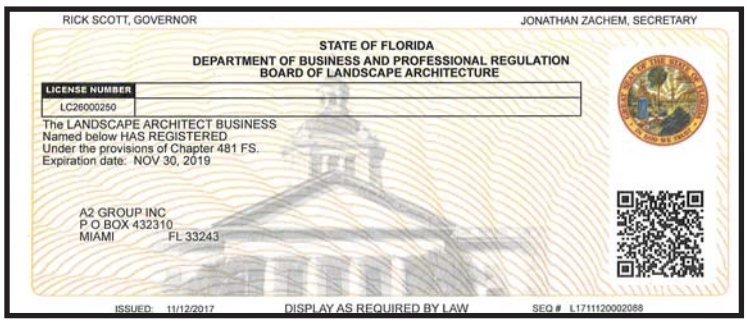
Engineering Business


RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
LICENSE NUMBER
LC26000250
The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019
A2 GROUP INC
P O BOX 432310
MIAMI FL 33243
ISSUED: 11/12/2017
DISPLAY AS REQUIRED BY LAW
SEQ # L1711120002088

Landscape Architecture

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
RIBAS, ALBERTO G
A2 GROUP INC
12915 SW 132 STREET
SUITE 5
MIAMI FL 33186
LICENSE NUMBER: CGC045136
EXPIRATION DATE: AUGUST 31, 2020
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General Contractor

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE COMMERCIAL POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
RIBAS, ALBERTO G
A2 GROUP INC
12915 SW 132 STREET
SUITE 5
MIAMI FL 33186
LICENSE NUMBER: CPC1456966
EXPIRATION DATE: AUGUST 31, 2020
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Commercial Pool/Spa

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
RIBAS, ALBERTO G
A2 GROUP INC
12915 SW 132 STREET
SUITE 5
MIAMI FL 33186
LICENSE NUMBER: CUC056689
EXPIRATION DATE: AUGUST 31, 2020
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Underground Utility/ Excavation

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6690**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

BEI ENGINEERING GROUP INC
DBA: BANK ENGINEERING
10511 SIX MILE CYPRESS PKWY STE 101
FORT MYERS, FL 33966

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4009**
Expiration Date February 28, 2021

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

RICHARD MARK RITZ
10511 BEN C PRATT 6 MILE CYPRESS PKWY UNIT 101
FORT MYERS, FL 33966-

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida
Department of State

I certify from the records of this office that BEI ENGINEERING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on September 21, 2005.

The document number of this corporation is P05000130187.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 30, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of January, 2019

Secretary of State

Tracking Number: 3180223171CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Team Member Resume

Alberto G. Ribas, P.E., RLA

Experience	With A²
37 Years	25 Years

Project Title:
Project Director

Education:
- Mechanical Engineering from FIU in Miami, Florida

Licenses:
- Licensed Professional Civil Engineer, Florida, #PE-0051488
- Registered Landscape Architect, Florida, #La6666759
- Certified General Contractor, Florida, #CGC 045136
- Certified Underground Utility & Excavation Contractor, Florida, #CUC 056689
- Certified Commercial Pool & Spa, Florida, #CPC 1456966

Training and Certifications:
- Construction Quality Management for Contractors Certification from the US Army Corps of Engineers
- RMS/QCS Training from the US Army Corps of Engineers
- OSHA Training Course

Since 1982, Mr. Alberto G. Ribas has devoted his working career to the engineering and construction industry. As a Project Executive, he directs his team to successfully plan, manage, and complete construction projects. He controls engineering and construction management for A² including estimating, document and cost control, manpower production analysis, claims analysis and avoidance, and project management. By utilizing various methods, he determines the most cost-effective plan and schedule. He regularly meets with owners, subcontractors, the architect, and other design professionals to monitor and coordinate all phases of the construction project.

Relevant Project Experience:

- Miami-Dade College CM at Risk Contracts. Work orders were issued including the *Burn Building Training Facility:* The facility is composed of a two (2) story Fire Science Burn Lab that offers live fire training opportunities to new and veteran fire fighters. The 2,000 sq ft structure provides Class A and high tech LPG simulators with smoke capability. This project was completed three weeks ahead of schedule. Construction: $1,495,000

- Greater Orlando Aviation Authority (GOAA) Continuing Program Management and Project Management Services Contract. Task Work Orders (TWOs) are assigned on projects for the Orlando International Airport and the Orlando Executive Airport. The TWOs have included BP-469 Loop Road Resurfacing ($7,200,000), BP-478 Airside 1 & 3 Apron Rehabilitation ($1,200,000), H-299 AOA Security Fence Upgrade ($500,000), H-304 NTC Grease Trap Sanitary Line ($160,000), V-864 Sanitary and Grease Line Replacement ($200,000), V-467 Centerfield ARFF Administration Building ($2 mil), V-S00009 South Roadway OT-16 Bridge Mounted Roadway Sign ($220,000), and W-S00134 HBJ Warehouse Renovation Global Oversight ($6 mil).

- Northside Fire Station at Miami International Airport (MIA). The Northside Fire Station was delivered as a Design-Build project and encompassed the design of a new 24,490 square-foot fire station at Miami International Airport. The facility has four double bays, apparatus area, dormitories, kitchen, dining and recreational areas, locker rooms, simulator room and two stories of offices. The fire station serves both the airside and non-airside portions of the airport along the new East/West runway at Miami International Airport. Construction: $3.9 million.

- Taxiway Alpha 3 at the Naval Air Station in Jacksonville, Florida. A² had a contract with NAVFAV Southeast to provide design-build services for the repairs to Taxiway Alphas A/3. The work entailed geotechnical exploration, design and construction to repair Taxiway A/3 pavement (3,000 SY) and drainage in accordance with Unified Facilities Criteria, Airfield and Heliport Planning and Design, and Pavement Design for Airfields and Surface Drainage Facilities for Airfields and Heliports. The design was based on new airfield loadings anticipated for the NAS JAX mission (737 MMA, C17, C5, C40, etc) over the next ten years. This project was conducted in an active secure airport facility, on airside, which required continual coordination with airfield operation to avoid disruption to their daily work schedule. Work was

Team Member Resume

Alberto G. Ribas, P.E., RLA

Certification
- Leader in Energy and Environmental Design (LEED) Course by the USGBC
- LEED Professional Accreditation

FDOT Certifications and Training:

- CTQP TIN R12000761
- CTQP Qualified Post-Tensioning Technician Level 1
- CTQP Final Estimates Level 1
- CTQP Final Estimates Level 2
- CTQP QC Manager
- FDOT Advanced Maintenance of Traffic (MOT)
- FDOT Concrete Field Inspection Specification
- Nuclear Safety Certification
- Radiation Safety Officer

performed during both daytime and nighttime. This project was completed two weeks ahead of schedule. Construction: $866,596.

- Miami International Airport (MIA) South Terminal Expansion. This was a major expansion of the terminal configuration that consisted of eight major projects including the terminal expansion, terminal improvements, concourse J, H - J utility and pavement project, concourse H modifications for international gates, concourse H international demolition and construction, H terminal improvements, and J - J sewer and related work. Construction: $658,700,000.

- New construction of the United Airlines Cargo Facility at the Miami International Airport (MIA). The building was designed to house approximately 95,000 square feet of cargo area and approximately 12,500 square feet of cargo operations offices. Construction: $24,170,300.

- Collier County Public Safety Facility off of I-75 for FDOT District 1. This was a design/build project with an emphasis on environmental sustainability, which ultimately achieved a LEED Gold Certification. Construction included firefighter bunk rooms, Florida Highway Patrol offices, common area kitchen and living space, High Bay Garage for fire trucks, showers/restrooms, high security IT room and an exercise room. Construction: $3.1 million.

- Site Development and Construction of Legacy Park. The scope included construction of a 9.75 acre site with site grading, restroom facilities, three 24'x24' square picnic pavilions, five 2-pole shelters, a kayak/canoe launch with washing station, parking areas, multi-use trail, walkways/ sidewalks, storm water facilities, wetland enhancement/restoration, landscaping, lighting and park recreational features. Construction: $2 million.

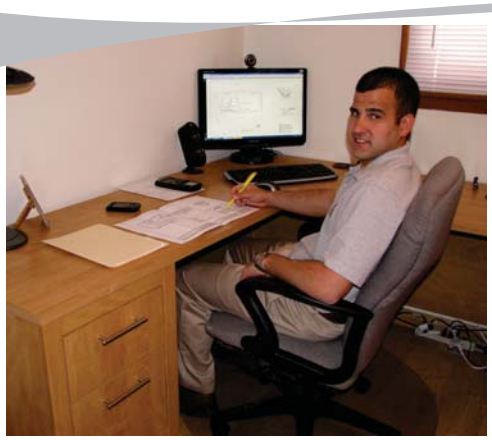
- Palmetto Bay Library, Community Center, and Ludovici Park for the Village of Palmetto Bay. This was a Construction Management at Risk (CMAR) project that included construction of an 11,000 sq ft building and park. The two story building consists of a library, a built-in amphitheater, and a community center. Construction: $3.2 million.

- Construction Management Services for the USDA Subtropical Horticultural Research Station. This Research Station is a three story reinforced concrete, laboratory/office building with an area of approximately 32,500 square feet, comprising 32 administrative offices, one large conference room, one library archive/reading room, 18 laboratory spaces, 1 cold room, 1 hydraulic elevator, electrical and mechanical rooms, building access control, communications, fire alarm and fire sprinkler systems. Construction: $8.5 million.

- Florida Marlin Founder's Suite/Marketing Center for the Marlins. The center was a marketing office where clients could view the construction and mock-up of the ballpark. The project was completed 10 days early. Construction: $455,000.

Team Member Resume

A.J. Ribas



Experience	With A²
17 Years	17 Years

Project Title:
Project Manager

Education:

- Masters of Science in Construction Management from Florida International University
- Bachelors of Science in Building Construction from the University of Florida in Gainesville, FL
- Associates of Arts from Santa Fe Community College in Gainesville, FL

Licenses & Certifications:

- Certified General Contractor - Florida (CGC1518873)
- CTQP TIN #R12001084065
- CTQP QC Manager
- FDOT Advanced MOT
- OSHA 30 Hour-Certified

Mr. A.J. Ribas has been working in this industry since 2002. He has a Bachelor of Science in Building Construction from UF and a Master of Science in Construction Management from FIU. He is fluent in both English and Spanish. He has experience with project management, planning, estimating, document and cost control, as well as aiding engineering consultants in a similar capacity on the procurement phase. He has extensive skills creating and maintaining detailed project schedules. He has also performed field inspections and reviewed construction inspection reports on various projects.

Mr. Ribas performs multiple task throughout the construction phase such as: reviews RFIs, change orders, shop drawing, schedules, construction contract packages, permits, materials, progress payments, punch lists, and assists in drafting responses to contractors and consultants. He has broad civil experience in geotechnical/material testing, heavy earthwork, drainage systems, roadway, and street beautification projects. His vast computer skills include Microsoft Office, AutoCAD, Primavera Expedition, Primavera P6, Primavera Suretrak, Prolog, and Timberline-Basic.

Relevant Project Experience:

- Firing Range for the Charlotte County Sherriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres and consists of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). Construction: $5 million.

- Miami-Dade College CM at Risk Contracts. Work orders were issued including the *Burn Building Training Facility:* The facility is composed of a two (2) story Fire Science Burn Lab that offers live fire training opportunities to new and veteran fire fighters. The 2,000 sq ft structure provides Class A and high tech LPG simulators with smoke capability. This project was completed three weeks ahead of schedule. Construction: $1,495,000

- Collier County Public Safety Facility off of I-75 for FDOT District 1. This was a design/build project with an emphasis on environmental sustainability, which ultimately achieved a LEED Gold Certification. Construction included firefighter bunk rooms, Florida Highway Patrol offices, common area kitchen and living space, High Bay Garage for fire trucks, showers/restrooms, high security IT room and an exercise room. Construction: $3.1 million.

- Charlotte County's Parade Circle Pathway Extension and Inner Circle Connection project. The project was for the construction of an eight-foot wide asphalt multi-use path that is approximately 2,933 lineal feet (0.55 miles) in length at the south end of Parade Circle in Rotonda West. The path connected to an existing asphalt path at both ends and is the Inner Circle Connection (ICC) for the missing pathway section of Parade Circle. Construction: $261,000.

- Harborwalk West Project at the Gilchrist Park for the City of Punta Gorda.

Team Member Resume

A.J. Ribas

The scope of services included seawall construction, underground utilities, restroom, pavilions, Maintenance of Traffic (MOT), paving and concrete, along with various other specialty items. Construction: $2.2 million.

- Legacy Park for the City of Venice. This project included site development and construction of a 9.75 acres in order to create Legacy Park. The scope of work has site grading, restroom facilities, picnic pavilions, shelters, a kayak/canoe launch, parking areas, a multi-use trail, walkways and sidewalks, storm water facilities, wetland enhancement/restoration, landscaping, lighting and park recreational features. Construction: $2 million.

- Turnpike NW 41st Street/Heft for the FDOT Turnpike District, FIN 190778-1-65-02, Task Order #7. This contract included CEI Services for landscaping the HEFT and NW 41st Street in Miami-Dade County. Plants were tagged at the nursery and reflected the Florida Fancy Plants. Once the plants arrived on the jobsite, they were checked to ensure they had been tagged. Construction: $2 million.

- Central Florida Expressway Authority's CEI Services for the conversion of Boggy Creek Road and John Young Parkway Mainline Plazas on S.R. 417 to open tolling. Work also includes modification of the S.R. 417 approaches to both plazas to add express E-Pass lanes through existing grass median. Construction: $21 million.

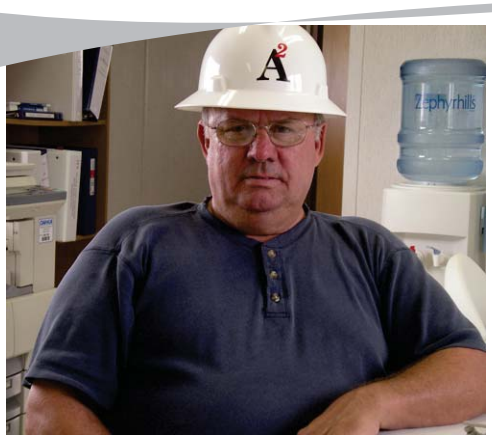
- CEI Services for SR-826/Palmetto Expressway from SW 32nd Street to SW 2nd Street and JPA Relocation of 30" DIP WM along Tamiami Trail. The project includes adding lanes and reconstructing the interchange at SR-826/Palmetto Expressway and Coral Way, adding lanes and reconstructing the interchange at SR-826/Palmetto Expressway and SW 8th Street, as well as the JPA relocation of 30" DIP WM along Tamiami Trail from Sta 1893 + 60 to 1901 + 01. Construction: $80 million.

- Development of the South Florida National Cemetery in West Palm Beach, FL for the Department of Veteran Affairs. The project included a committal shelter, entrance drive, administration and maintenance complex and trailers, burial areas with 5,535 traditional grave sites and 5,204 sites for the in-ground interment of cremated remains, flag-assembly area, site signage and furnishings, grading, drainage, well installation, irrigation system, exotic plant treatment, tree relocations, general utilities, as well as work on SR-7/US441 to modify roadway features and install traffic signalization. Construction: $11.4 million.

- CM Services for the USDA Subtropical Horticultural Research Station. This Research Station is a three story reinforced concrete, laboratory/office building with an area of approximately 32,500 square feet. Construction: $7 million.

Team Member Resume

David Lane



Experience	With A²
40 Years	13 Years

Project Title:
Superintendent

Licenses & Certifications:

- Florida Certified Building Contractor CBC035173
- Florida Certified Underground Contractor CUC040092
- Florida Fire Protection Contractor 57240300012005
- NASD Certified Diver
- USCG Captain OUPV (inactive)

Training:

- Construction Practices Training Course from the Indiana Construction Training Council
- Building Construction Certificate from the University of North Florida
- Construction Quality Management for Contractors from USACE

Mr. David Lane has over 40 years of progressively responsible experience in the construction industry including extensive experience in the construction of roads, railroads, ports and commercial buildings. His expertise in project management, estimating, cost control, quality control and supervision were gained through the years. He is a General Superintendent for A².

As a General Superintendent, Mr. Lane works on-site as the project is being build in order to manage day-to-day progress. His role includes managing and directing subcontractors and our employees to complete the project in accordance with the plans and specifications. He coordinates material deliveries and budgets and is primarily responsible for maintaining the safety and security of the site. He will work closely with our team, the design professionals, and the City.

Relevant Project Experience:

- Charlotte Firing Range for the Charlotte County Sherriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres and consists of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). Mr. Lane is a Field Superintendent. Construction: $5 million.

- Taxiway Alpha 3 at the Naval Air Station in Jacksonville, Florida. A² had a contract with NAVFAV Southeast to provide design-build services for the repairs to Taxiway Alphas A/3. The work entailed geotechnical exploration, design and construction to repair Taxiway A/3 pavement (3,000 SY) and drainage in accordance with Unified Facilities Criteria, Airfield and Heliport Planning and Design, and Pavement Design for Airfields and Surface Drainage Facilities for Airfields and Heliports. The design was based on new airfield loadings anticipated for the NAS JAX mission (737 MMA, C17, C5, C40, etc) over the next ten years. This project was conducted in an active secure airport facility, on airside, which required continual coordination with airfield operation to avoid disruption to their daily work schedule. Work was performed during both daytime and nighttime. This project was completed two weeks ahead of schedule. Mr. Lane served as the Field Superintendent. Construction: $866,596.

- Harborwalk West Project at the Gilchrist Park for the City of Punta Gorda. The scope of services included seawall construction, underground utilities, restroom, pavilions, Maintenance of Traffic (MOT), paving and concrete, along with various other specialty items. Mr. Lane was a Field Superintendent. Construction: $2.2 million.

- Legacy Park for the City of Venice. The project included site development and construction of a 9.75 acre site that will be named Legacy Park. The scope of work included site grading, restroom facilities, three (3) 24' x 24'

Team Member Resume

David Lane

square picnic pavilions, five (5) 2-Pole shelters, a kayak/canoe launch with washing station, parking areas with driveway and access isles including portions with pervious pavement, multi-use trail, walkways/sidewalks, storm water facilities, wetland enhancement/restoration, landscaping, lighting and park recreational features. Mr. Lane was a Field Superintendent. Construction: $2 million.

- Development of the Fast Track Area at the South Florida National Cemetery in West Palm Beach, FL for the Department of Veteran Affairs: The project included a committal shelter, entrance drive, administration and maintenance complex and trailers, burial areas with 5,535 traditional grave sites and 5,204 sites for the in-ground interment of cremated remains, flag-assembly area, site signage and furnishings, grading, drainage, well installation, irrigation system, exotic plant treatment, tree relocations, and general utilities. Construction: $11 million.

- North Jetty Reconstruction Project at Cape Canaveral for the US Army Corps of Engineers: Contracts were awarded for lengthening and tightening of the north jetty to reduce shoaling in the inlet. The tightening was accomplished by the installation of steel sheet piling that formed a wall, keeping sand from seeping through the porous rocks. This project also included alterations to the beach and environmental issues.

- Peanut Island Environmental Restoration Containment Levee Construction and Lake Worth Wetland Restoration for the USACE in Palm Beach County. This was a multifaceted project designed to provide environmental habitat improvements, public access amenities and recreational facilities to create a premier water-oriented park. The island is approximately 100 acres within the north central lagoon area, bordered to the east by the Lake Worth Inlet and to the west by the Intracoastal Waterway and the Port of Palm Beach. The Lake Worth Wetland Restoration (fill) site is located approximately 10.5 miles south of Peanut Island in south Lake Worth Lagoon. Construction: $25.8 million.

- Freeport Container Terminal, Wharf, and 45 acre container park with associated structures in Freeport, Bahamas. Construction: $26 million.

- Lifting Basin for Bradford Marine in Freeport, Bahamas.

- Foundation for a generator for Southern Power in Freeport, Bahamas.

- Dredge Project for the USACE: Construction: $11 million.

- Metropolitan Park in Jacksonville, Florida: Construction of a 23-acre Urban Waterfront Park (along St. Johns River in Downtown Jacksonville), which served as a focal point for the Parks & Recreation Department in order to host numerous events and festivals. Construction: $3.5 million.

Team Member Resume

Rafael J. Abela

Experience	With A²
22 Years	6 Years

Project Title:
Superintendent

Education:
Associates of Arts Degree from Miami Dade College

Licenses & Certifications:

- CTQP TIN A140730753870
- CTQP Asphalt Paving Technician Levels 1&2
- CTQP Concrete Field Technician Levels 1 & 2
- CTQP Earthwork Construction Inspection Levels 1 & 2
- CTQP Drilled Shaft Inspection
- CTQP Pile Driving Inspection
- CTQP Final Estimates Level 1
- NACHI
- OSHA
- CPR-C

Mr. Rafael J. Abela has been in the construction industry since 1997. He has an Associates degree and over twelve years of experience with CBS (masonry), steel, and wood framing construction in accordance with the local and Florida Building Codes. He has served as a Superintendent, Project Manager, Operations Manager, Threshold Inspector, and a Building Inspector. He is fluent in English and Spanish and is proficient in several types of computer software programs such as AutoCAD R-14, Micro-Station, and Microsoft Office.

Relevant Project Experience:

- Firing Range for the Charlotte County Sherriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres and consists of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). Mr. Abela is a Superintendent. Construction: $5 million.

- Collier County Public Safety Facility off of I-75 for FDOT District 1. This was a design/build project with an emphasis on environmental sustainability, which ultimately achieved a LEED Gold Certification. Construction included firefighter bunk rooms, Florida Highway Patrol offices, common area kitchen and living space, High Bay Garage for fire trucks, showers/restrooms, high security IT room and an exercise room. Construction: $3.1 million.

- Legacy Park for the City of Venice. The project included site development and construction of a 9.75 acre site that will be named Legacy Park. The scope of work included site grading, restroom facilities, three (3) 24' x 24' square picnic pavilions, five (5) 2-Pole shelters, a kayak/canoe launch with washing station, parking areas with driveway and access isles including portions with pervious pavement, multi-use trail, walkways/sidewalks, storm water facilities, wetland enhancement/ restoration, landscaping, lighting and park recreational features. Mr. Abela was a Building Inspector. Construction: $2 million.

- New Construction of the Arsht Center for the Performing Arts in Miami, Florida. This is a high-quality, state-of-the-art signature facility. The work consisted of the construction of two buildings. The Ballet/Opera House is approximately 298,000 gross square feet and has 2,480 seats. This state-of-the-art theater was designed for operas, ballets, Broadway productions, and other types of presentations. The second building is the Concert Hall, which is about 198,000 gross square feet. This has a 2,200 seat concert hall as well as backstage support, classrooms, lounges, and lobbies. The design of this project included historic landmark preservation, anti-terrorism blast resistant aspects, structures in severe wind and seismic environments and it was an environmentally sustainable design. Mr. Abela served as a Threshold Inspector and was

Team Member Resume

Rafael J. Abela

responsible for pedestrian bridge inspections, roof decking and framing inspections, auger-cast pile inspections, grand scale foundations and pile cap inspections, spread footings and continuous footings inspections, steel and reinforced concrete column inspections, high impact shearwall inspections, steel joist inspections, steel framing supporting concrete on metal deck inspections, reinforced steel inspections, cast-in place concrete inspections, form work inspections, shoring and re-shoring of elevated floor slabs inspections, steel structures inspections, and masonry and stucco inspections. Construction: $309,563,000.

- New Construction of Ten Museum Park in Miami, Florida. This project was a high-rise condominium building in downtown Miami. It has 50 floors and 200 units. The project included high-end commercial and residential finishes. This was a waterfront structure with severe wind considerations. It is also blast resistant for anti-terrorism. Mr. Abela served as a Threshold Inspector and his responsibilities included pre-stress and post tension inspections, auger-cast pile inspections, grand scale foundations and pile cap inspections, spread footings and continuous footings inspections, steel and reinforced concrete column inspections, reinforcing steel inspections, cast-in-place concrete inspections, post tension cables inspections, form work inspections, shoring and re-shoring of elevated floor slabs inspections, and masonry and stucco inspections.

- New Construction of the Loft 1 in Miami, Florida. The Loft 1 is a 23 story tower in downtown Miami that has 196 units. This was an environmentally sustainable design that also focused on blast resistance (anti-terrorism), the severe wind environment, and the proximity of transportation. Mr. Abela served as a Threshold Inspector. His responsibilities included pre-stress and post tension inspections, auger-cast pile inspections, beam inspections (tie, strap, link, and grade), high impact shearwall inspections, reinforcing steel inspections, cast-in-place concrete inspections, post tension cables inspections, form work inspections, shoring and re-shoring of elevated floor slabs inspections, and masonry and stucco inspections.

- New Construction of the Loft 2 in Miami, Florida. The Loft 2 was a residential skyscraper In the Central Business District of downtown Miami. It is 433 ft tall and contains 35 floors. This was an environmentally sustainable design that also focused on blast resistance (anti-terrorism), the severe wind environment, and the proximity of transportation. Mr. Abela served as a Threshold Inspector.

Team Member Resume

Jose Mazon-Martinez

Experience	With A²
6 Years	2 Years

Project Title:
Foreman

Licenses & Certifications:

- CTQP TIN M256421810910
- CTQP Earthwork Construction Inspection Level 1
- FDOT Intermediate MOT
- ACI Concrete Field Technician Grade 1
- Troxler Nuclear Gauge Safety Certification
- FDOT Traffic Signalization Installer
- Vehicle Mounted Aerial Lift Certification
- Equipment Safe Operation Training in accordance with OSHA for Rough Terrain Forklifts
- Equipment Safe Operation Training in accordance with OSHA for 5-ft Down Rider Internal Combustion Engine Forklifts

Mr. José Mazon Martinez has been working in the construction industry since 2013. He has worked on several FDOT projects in District 1. He regularly inspects the projects, coordinates employee activities, ensures that safety regulations are followed, tracks inventory, makes sure that work deadlines are met, and monitors site cleanliness. He is fluent in English and Spanish.

Relevant Project Experience:

- New Construction of the Charlotte Firing Range for the Charlotte County Sherriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres and consists of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). Mr. Mazon is serving as a Foreman. Construction: $5 million.

- Charlotte County's Parade Circle Pathway Extension and Inner Circle Connection project. The project was for the construction of an eight-foot wide asphalt multi-use path that is approximately 2,933 lineal feet (0.55 miles) in length at the south end of Parade Circle in Rotonda West. The path connected to an existing asphalt path at both ends and is the Inner Circle Connection (ICC) for the missing pathway section of Parade Circle. Mr. Mazon was the Superintendent. Construction: $261,000.

- Construction of Harborwalk West at Gilchrist Park for the City of Punta Gorda. The scope of services includes seawall construction, underground utilities, restroom, pavilions, Maintenance of Traffic (MOT), paving and concrete, along with various other specialty items. Mr. Mazon was serving as a Foreman. Construction: $2.2 million.

- Sarasota County Advanced Traffic Management System (ATMS) Phase I. FIN 420974-1-58-01. This and several of the phases are funded with the Transportation Regional Improvement Program (TRIP), LAP, and Sarasota County Surtax. This includes signals at 122 intersections in order to improve the efficiency of traffic in the area. Mr. Mazon worked as a Technician. Construction: $15 million.

- FDOT D1 Street Lighting on US 17 from 9th Street NE to 9th Street SE in Fort Meade, Florida. Work included repairing sidewalks, replacing highway lighting, new street lighting, and signage. It included nighttime lane closures.

Team Member Resume

Michelle Morgan

Experience	With A²
19 Years	12 Years

Project Title:
Project Controls Specialist

Education:
- Associates Degree from Seminole State College

Licenses & Certifications:
- CTQP Final Estimates Level 1
- CTQP Final Estimates Level 2

Ms. Michelle Morgan has been working in the Construction and Engineering Industry since 2000 and has continually progressed in regards to her responsibilities. She has gained a vast knowledge of document controls and accounts receivable. Her computer software skills include Primavera Expedition, Prolog, Microsoft Office, Microsoft Project, Desktop Publisher, Access, Quickbooks, Lotus Approach, Lotus Notes, Visio, and AutoCAD.

Relevant Project Experience:

- Greater Orlando Aviation Authority (GOAA) Continuing Program Management and Project Management Services Contract. Task Work Orders (TWOs) are assigned on projects for the Orlando International Airport and the Orlando Executive Airport. The TWOs have included BP-469 Loop Road Resurfacing ($7,200,000), BP-478 Airside 1 & 3 Apron Rehabilitation ($1,200,000), H-299 AOA Security Fence Upgrade ($500,000), H-304 NTC Grease Trap Sanitary Line ($160,000), V-864 Sanitary and Grease Line Replacement ($200,000), V-467 Centerfield ARFF Administration Building ($2 mil), V-S00009 South Roadway OT-16 Bridge Mounted Roadway Sign ($220,000), and W-S00134 HBJ Warehouse Renovation Global Oversight ($6 mil).

- Charlotte Firing Range for the Charlotte County Sherriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres and consists of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). Construction: $5 million.

- Harborwalk West at Gilchrist Park for the City of Punta Gorda. This project includes seawall construction, underground utilities, restroom, pavilions, Maintenance of Traffic (MOT), paving and concrete, along with various other specialty items. Construction: $2.2 million.

- Wekiva Parkway Construction for the Central Florida Expressway Authority (CFX). The contract includes construction of the new limited access roadway (SR 429) North of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the System Interchange). The construction project also includes new systems interchange between SR 429 and SR 453. Construction: $79.6 million.

- SR 417/Boggy Creek Interchange in for the Central Florida Expressway Authority (CFX). This project encompassed 2.98 miles of construction along SR 417 mainline. The SR 417 Interchange at Boggy Creek provides connection to the South Access Road of the Orlando International Airport (OIA). The project included the widening and construction of seven bridges including three post-tensioned concrete box girders flyovers and the MSE wall panels. Construction: $85 million.

Team Member Resume

Michelle Morgan

- S.R. 408 east of Oxalis Drive to Chickasaw Trail for the Central Florida Expressway Authority (CFX). Work consisted of providing CEI services related to the construction of roadway and bridge widening from six to eight basic through lanes, auxiliary lanes, and resurfacing of approximately 1.3 miles.

- SR-528/Narcoossee Road Interchange Project for CFX. Work required for this project included an eastbound mainline temporary bridge extension, demolition of existing bridges and reconstruction of two new steel plate girder bridges. The bridge construction was comprised of a combined total of 6,552 Lf of 18" square prestressed concrete piles and 2,160 Lf steel plate girders (six single spans of 180 lineal feet per bridge). In addition, there were improvements to drainage lighting, signing, pavement marking, ITS and all of the ramps were reconstructed and widened. Construction: $23.7 million.

- CFX's CEI Services for the demolition and conversion improvements of the Eastern Mainline Plaza on SR-528 to open tolling. Work also included modification of the SR-528 approaches to the plaza to add express E-Pass lanes through existing grass median. Construction: $26.8 million.

- Renovations of Several Linen N Things in Three Phases. Phase I scope of work consisted of replacing carpets, remodeling the bathrooms, and relocating departments. Construction Phase I: $75,000 to $100,000. Phase II scope of work consisted of replacing carpet and some fixtures. Construction Phase II: $30,000 to $60,000. Phase II scope of work consisted of replacing all of the carpeting and tiles on the sales floor. There was also major fixture replacement, remodeling bathrooms, replacing the cash wrap, and quite often painting the roof deck. Construction Phase III: $200,000 to $250,000.

- Deland High School Phase IV in Deland, Florida. This was a 2 year project that included additions and renovations to the existing campus. The scope included new state-of-the-art classrooms, physics labs, construction labs, business labs, culinary art facilities and a media center. A new modular chilled water unit was also added. Construction: $14 million.

- Mitsubishi Power Systems America, Inc. in Orlando, Florida. This was a 10 month facility expansion project that included 20k SF of office space, and a rooftop observation landing overlooking photovoltaic solar panels. The construction method used was 35' high tilt walls. Construction: $12.5 million.

- Renovations of two Home Depots in New York. Construction: $1.3 million.

2 Management Plan

Management Plan

Staff Members

Proposed Team

Name & Title	Estimated Weekly Hours for Pre-construction Staff			Experience
	Pre-Construction	Construction	Post-Construction	
Alberto G. Ribas, P.E., LEED AP Project Director	4 - 24 hours	3 - 10 hours	1 - 5 hours	36
A.J. Ribas Project Manager	8 - 24 hours	1 - 10 hours	1 - 10 hours	16
David Lane Superintendent	4 - 24 hours	8 - 36 hours	0 - 8 hours	40
Rafael Abela Superintendent	4 - 24 hours	8 - 36 hours	0 - 8 hours	22
Jose Mazon Martinez Foreman	4 - 24 hours	8 - 36 hours	0 - 8 hours	6
Michelle Morgan Project Controls Specialist	16 hours	0 - 8 hours	0 - 16 hours	18

We have put together the chart above to demonstrate the estimated weekly hours that each of our team members will be devoting to this project. Since pre-construction, construction, and post-constrution require different tasks, we have split up the hours accordingly. To keep the budget in tact, we also work on not putting the entire team on the project full time unless needed.

A² strongly believes that the best way to staff a project is with a team that starts during pre-construction and works all the way through to project completion. They work together on the design, constructability review, estimating, value engineering, schedule, subcontractor bidding, submittals, RFIs, management of the project, weekly meetings, substantial completion, punch-list, close-out and warranties. This is the only way to ensure that the everyone on the team completely understands every aspect of the plans, relationships, and project.

Options Analysis

A²'s team has vast experience with pre-construction services. As part of those services, we provide options analysis. By coming up with and examining numerous options, we are able to determine which are more suitable for the project. The objective is to provide the overall project with appropriate component options and suitable estimates.

Design Review

Design Review can begin with the project scope and design criteria or with the conceptual design. Our goal is to review the conceptual design to ensure that the elements included will meet the requirements of the client and end users. We usually review the plans at 30%, 60%, and 90% to ensure that they are in-line with the budget restraints, that the necessary elements are included to do value engineering and life cycle cost analysis and that the long lead items are accounted for.

Budget Estimating

The primary purpose of preparing a budget is to understand and control costs. Our team comes up with a preliminary dollar amount so the Owner is able to consider if the project is feasible. The total dollar amount can be broken into two categories: hard costs and soft costs. Hard costs include labor and material to build the project. Soft costs include everything else.

Life Cycle Cost Analysis & Value Engineering

We use Life Cycle Cost Analysis (LCCA) to estimate the overall costs of alternatives for a project and to implement design standards that will provide the lowest cost of ownership. Providing a detailed LCCA is not easy. Basically, we work on determining a dollar amount for alternative designs of buildings and building systems.

A² has demonstrated expertise assisting owners and designers with decisions during the earliest phases of project design. These critical decisions minimize first costs and LCC, and promote usability, function, and safety. We have the inter-disciplinary skills and coordination to develop proposals that are responsive to the primary needs and project objectives as identified by facility Owners and users. Our team uses a structured system of investigation, idea generation, analysis, and comparison (to the current design), to develop a series of cost savings and project improvement proposals.

Goals of Value Engineering & Life-Cycle Costing:

- Enhance overall quality
- Improve functionality
- Minimize first costs
- Diminish operating cost
- Increase reliability
- Aid in security
- Assist employee productivity
- Enhance the useful life to facility
- Promote opportunities for project funding
- Promote possibility of design award or publication
- Foster user acceptance
- Provide for user comfort
- Enhance community acceptance/ compatibility
- Accomplish organizational mission requirements
- Promote ecological/ environmental compatibility
- Meet spatial program requirements
- Reduce move-in time
- Limit staff requirements
- Minimize ecology-energy impacts
- Reduce departmental conflicts
- Diminish traffic impacts

Constructability Analysis

Designers are paid for their inspiration and innovative ideas. Sometimes what looks good on paper does not transfer to field conditions very well. The use of constructability analysis provides an opportunity for input from the contracting industry to the design professional to insure that efficient, economical, and quality solutions are reached. For us, constructability analysis is the process of the designer and the builder working together in the planning phase to come up with the best overall plan for the project.

Construction Scheduling

Scheduling is one of the most vital planning steps in construction. It affects all parties owners, prime contractors, subcontractors, architects, engineers, etc. Whether the impact is positive or negative depends on the quality of the schedule, its realism, and how well each party understands the schedule and the scheduling process. Please refer to section 4 for a detailed description of our methods.

Quality Control

Our Management Approach is deeply intertwined with our Quality Assurance/ Quality Control (QA/QC) Plan and Procedures. The details of our QA/QC plan is included in section 5.

Change Order Negotiation

Our goal during pre-construction services is to analyze and uncover as many potential issues as possible. Foresight and extensive planning eliminates most future change orders. However, there are often unknown existing conditions especially on renovation or excavation projects when As-Built drawings either do not exist or are not accurate. We have also had experiences with clients that have decided to make changes to the project scope during construction. These incidents call for change order negotiation. Since, our goal is to provide our clients with the best projects for the best value and in the time frame, we strive to submit change orders that are also the best value for our clients.

Safety Plan

The purpose of any Safety Program is to delineate an organized plan for preventing job-related accidents and injuries to all involved parties. Safety programs minimum objective must contain the following:

- Provide safe working conditions for all of our team, consultants, inter-agencies and subcontractor personnel
- Provide maximum protection to the general public
- Provide adequate security to all work sites during all periods of day and night
- Achieve maximum cost savings through effective safety management

It has been proven in recent studies that companies with effective safety programs have less employee turnover, lower insurance costs, and fewer problems with OSHA. Each company's safety program must be customized for their specific requirements. Our team will identify the risks, cut down the risk, work safer, provide protection and ensure safety throughout for the benefit of all.

Identify the Risks

A 1992 study showed that 90% of construction fatalities come down to four basic causes:

- Falling
- Getting pierced or cut by something
- Getting caught in or between things, including cave-ins
- Getting electrocuted

The A² Team will look over the construction operations with an eye for these four hazards, and identify the riskiest activities.

Cut Down on the Risk

The A² Team will do everything in advance to control and avoid risks. For example:

- Require personnel to stick to their area of experience. Make them avoid jobs that involve risks they aren't accustom to
- Keeping the jobsite clean to reduce tripping hazards
- Proper inspection and maintenance of equipment

Work Safer

The A² Team will reduce or eliminate some risks by setting up safer work procedures:

- Train employees, especially new people
- Make sure the capable personnel are in charge prior to starting risky operations

Provide Protection

Construction is always going to be risky. For unavoidable risks, provide these types of protection:

- Simple items like good boots, gloves, safety goggles and hard hats can prevent minor injuries that cost employees work time and cost the employer insurance dollars

- Grounded tools and GFCI's have prevented many electrocutions
- Proper Maintenance of Traffic (MOT) plans cannot be overlooked

Carry It Through

Employees won't take safety seriously unless upper management does. A^2 Group insists on following through, not just making rules:

- Spend time on safety. At the end of each day, instruct strategic personnel to discuss safety issues with field personnel
- At paycheck time, you've got everyone's attention. Use a moment to have a short discussion on a safety topic or include a safety memorandum with the paycheck
- Monitor jobsite conditions and enforce safety. Correct unsafe practices on the spot. If an employee doesn't heed warning, send him or her "down the road."

A^2 staff fully understands the importance of safety on right-of-way and commercial projects. Our team will provide safety training to the project personnel. All field representatives will be assigned the responsibility of safety representative. These team members will be in charge of coordinating periodic safety meetings. In these meetings' safety in the workplace will be stressed and how we can strive to improve any potential inadequacies. Any inadequacies or potential inadequacies will be immediately relayed to the Project Manager, Superintendent, and the implicated Contractor.

Our staff is educated in safety and is capable of training in safety procedures. Our team will make recommendations to enhance the existing Safety Guidelines and will request from all workers suggestions and comments to help improve the overall safety of all parties. Safety cannot be taken lightly. The safety and health of all involved is the most important responsibility of our construction team. All individuals involved on this project are not just coworkers, their family.

Think Safety!

LEED

Our Project Director, Alberto G. Ribas, PE, RLA, is a LEED accredited professional. When economically feasible, LEED concepts can be implemented into projects.

LEED, the "Leadership in Energy and Environmental Design" Green Building Rating System, is the nationally and internationally accepted standard for green buildings developed by the USGBC "United State Green Building Council" membership. The USGBC is the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work.

The LEED green building rating system is a voluntary consensus-based national standard for developing high-performance, sustainable buildings.

LEED provides a complete framework for assessing building performance and meeting sustainability goals. Based on well-founded scientific standard LEED emphasizes state of the art strategies for sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality. LEED recognizes achievements and promotes expertise in green building through a comprehensive system offering project certification.

Why build green?
The built environment has a profound impact on our natural environment economy, health and productivity.

Environmental benefits:
- Enhance and protect ecosystems and biodiversity
- Improve air and water quality
- Reduce solid waste
- Conserve natural resources

Economic benefits:
- Reduce operating cost
- Enhance asset value and profits
- Improve employee productivity and satisfaction
- Optimize life-cycle economic performance

Health and community benefits:
- Improve air, thermal and acoustic environments
- Enhance occupant comfort and health
- Minimize strain on local infrastructure
- Contribute to overall quality of life

Claims Management

Our firm has avoided major conflicts on all our projects to this date. We contribute this fact to our staff's experience in the construction, methodology, management, scheduling, claim avoidance, analysis & resolution, and partnering. Conflict avoidance is a common element in all our construction projects. A^2 applies proactive approach to construction management by monitoring all phases of construction and looking forward in the projects schedule to prevent conflicts ahead of time. Preventive measures will minimize impacts to the project. Details of our approach to avoiding conflicts and claims are provided in section 9.

Project Close-Out

From the day A^2 is selected for a project, we realize the main goal is completing the project and the close-out is all about reaching our goal. In order to ensure that it goes smoothly, every portion of the project will be inspected upon completion by our Project Manager and Superintendent. Any deficient work will be placed on a punch-list, which will be provided to the contractor, team members and the owner. Final inspections will ensure that all of the punch-list items have been taken care of. We also provide the County with As-Built drawings and warranty manuals.

Transition Planning

Handing a project over to our clients and the end user is a period of transition that requires planning. Maintenance staff must know how to operate the systems. The installation of the FF&E or other equipment that the Owner is responsible for must often be coordinated.

Warranty Service Program

For the Charlotte County Projects, A.J. Ribas will provide warranty services. Client satisfaction is a very important objective for A^2. We are committed to provide quality warranty service for our projects. We are dedicated to ensuring continued satisfaction by addressing warranty items.

As part of the close-out documents submitted to Charlotte County, A^2 maintains a binder that establishes the warranty expiration dates, contact name and telephone numbers for all responsible parties of the project scope of work. Additionally, the binder establishes specific dates regarding pre-expiration reviews and warranty deadlines.

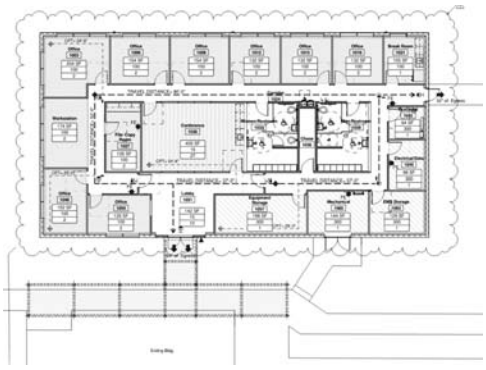
Upon notification of a warranty or maintenance issue, A^2 immediately contacts the respective subcontractor, supplier or manufacturer via telephone and in written form. This establishes a specific time-line for the resolution of the issue. Site meetings are held with all stakeholders in order to clearly assess and evaluate the course of action. Of course, response time is dependent on the complexity, seriousness and parties affected by the issue. If required, temporary resolution is implemented in order to have the project continue to function and meet its intended purpose. The issue is tracked daily until its completion.

Communication is the key to the successful resolution of the issue. Accordingly, all stakeholders will be updated as to the status of any outstanding issue. At the conclusion of the warranty period, the maintenance and facility staff is notified and provided with any additional documentation concerning revisions to the list of contact names and telephone numbers of the all the project suppliers and manufacturers.

3 Previous Experience

Previous Experience

Proposed Team



Relevant Project Experience

- Miami-Dade College CM at Risk Contracts. Work orders were issued including the *Burn Building Training Facility:* The facility is composed of a two (2) story Fire Science Burn Lab that offers live fire training opportunities to new and veteran fire fighters. The 2,000 sq ft structure provides Class A and high tech liquefied petroleum gas (LPG) simulators with smoke capability. This project was completed three weeks ahead of schedule. A² was responsible for the permitting on this project. Construction: $1,495,000

  Proposed Staff Involved: Alberto G. Ribas, P.E. and A.J. Ribas

- Firing Range for the Charlotte County Sheriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres and consists of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). The Firing Range is composed of 12 – 50 yard shooting lanes, fully baffled with an associated control room and 3 Bay Garage. Additionally, the support building houses an armory, offices, conference rooms, and restrooms. The project consists of complete site development, lead reclamation of existing berms, perimeter high security fencing, concrete and structural steel structures, target systems for range, metal roofing, framing and drywall, mechanical, electrical, plumbing and associated landscaping/ irrigation. Construction: $5 million.

  Proposed Staff Involved: Alberto G. Ribas, P.E., A.J. Ribas, David Lane, Rafael Abela, Jose Mazon Martinez, and Michelle Morgan

- Collier County Public Safety Facility off of I-75 for FDOT District 1. This was a design/build project with an emphasis on environmental sustainability, which ultimately achieved a LEED Gold Certification. Construction included firefighter bunk rooms, Florida Highway Patrol offices, common area kitchen and living space, High Bay Garage for fire trucks, showers/restrooms, high security IT room and an exercise room. Construction: $3.1 million.

  Proposed Staff Involved: Alberto G. Ribas, P.E., A.J. Ribas, and Rafael Abela, Jose Mazon Martinez, and Michelle Morgan

- Greater Orlando Aviation Authority (GOAA) Continuing Program Management and Project Management Services Contract. Task Work Orders (TWOs) are assigned on projects for the Orlando International Airport and the Orlando Executive Airport. The TWOs have included BP-469 Loop Road Resurfacing ($7,200,000), BP-478 Airside 1 & 3 Apron Rehabilitation ($1,200,000), H-299 AOA Security Fence Upgrade

($500,000), H-304 NTC Grease Trap Sanitary Line ($160,000), V-864 Sanitary and Grease Line Replacement ($200,000), V-467 Centerfield ARFF Administration Building ($2 mil), V-S00009 South Roadway OT-16 Bridge Mounted Roadway Sign ($220,000), and W-S00134 HBJ Warehouse Renovation Global Oversight ($6 mil).

Proposed Staff Involved: Alberto G. Ribas, P.E. and Michelle Morgan

- Northside Fire Station at Miami International Airport (MIA). The Northside Fire Station was delivered as a Design-Build project and encompassed the design of a new 24,490 square-foot fire station at Miami International Airport. The facility has four double bays, apparatus area, dormitories, kitchen, dining and recreational areas, locker rooms, simulator room and two stories of offices. The fire station serves both the airside and non-airside portions of the airport along the new East/West runway at Miami International Airport. Construction: $3.9 million.

  Proposed Staff Involved: Alberto G. Ribas, P.E.

- Taxiway Alpha 3 at the Naval Air Station in Jacksonville, Florida. A² had a contract with NAVFAV Southeast to provide design-build services for the repairs to Taxiway Alphas A/3. The work entailed geotechnical exploration, design and construction to repair Taxiway A/3 pavement (3,000 SY) and drainage in accordance with Unified Facilities Criteria, Airfield and Heliport Planning and Design, and Pavement Design for Airfields and Surface Drainage Facilities for Airfields and Heliports. The design was based on new airfield loadings anticipated for the NAS JAX mission (737 MMA, C17, C5, C40, etc) over the next ten years. This project was conducted in an active secure airport facility, on airside, which required continual coordination with airfield operation to avoid disruption to their daily work schedule. Work was performed during both daytime and nighttime. This project was completed two weeks ahead of schedule. Construction: $866,596.

  Proposed Staff Involved: Alberto G. Ribas, P.E. and David Lane

- Miami International Airport (MIA) South Terminal Expansion. This was a new multi-level terminal and the first major expansion since the airport was built in the 1950s. This contract consisted of eight major projects including the terminal expansion, terminal improvements, concourse J, H - J utility and pavement project, concourse H modifications for international gates, concourse H international demolition and construction, H terminal improvements, and J - J sewer and related work. The South Terminal has 27 gates and is 1.2 million square feet. The exterior facade was designed in accordance with the Florida Building Code and heightened security parameters following the events of

September 11, 2001. Careful coordination took place with the airport, airlines, stakeholders, as well as on-going projects in the vicinity. Construction: $658,700,000.

Proposed Staff Involved: Alberto G. Ribas, P.E.

- New construction of the United Airlines Cargo Facility at the Miami International Airport (MIA). The building was designed to house approximately 95,000 square feet of cargo area and approximately 12,500 square feet of cargo operations offices. Construction: $24,170,300.

  Proposed Staff Involved: Alberto G. Ribas, P.E.

Permitting Experience with Fire Training Facilities

A^2 provided permitting services for the Burn Building Fire Training Facility at Miami Dade College.

State Grant Funded Projects

Our proposed team has experience on State Grant Funded projects including Legacy Park for the City of Venice. This was funded by multiple agencies including the Southwest Florida Water Management District (SWFWMD), the West Coast Inland Navigation District (WCIND), and Recreational Trails Program (RTP). Our Harborwalk at GilChrist project for the City of Punta Gorda was funded by the Florida Department of Transportation (FDOT) through their Local Agency Program (LAP). We were also the Construction Managers at Risk for the Palmetto Bay Library and Ludovici Park, which was funded by multiple agencies including the state.

4 Project Controls

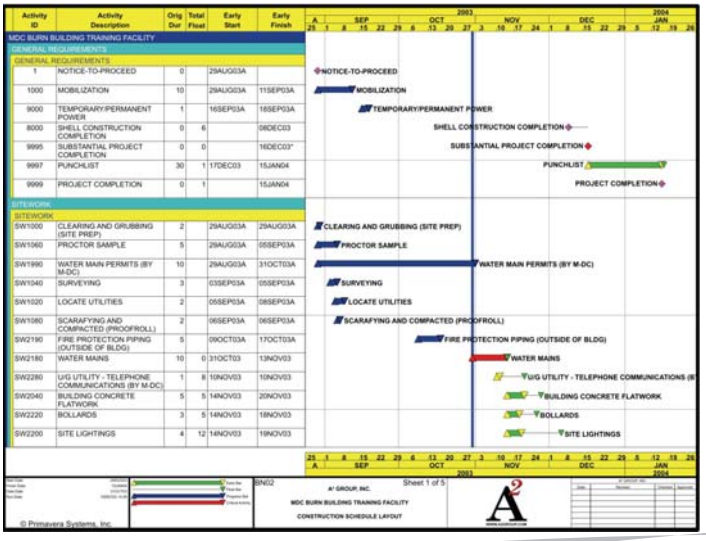
Project Controls

Scheduling Methods

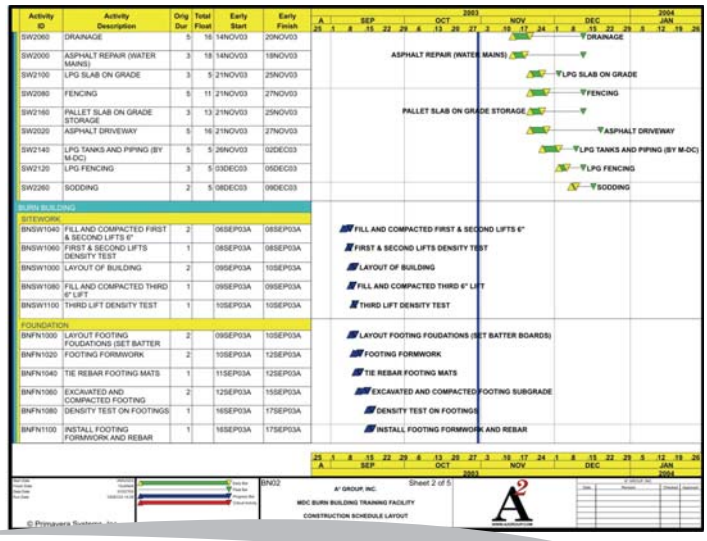
Contract duration or contract time is the maximum time allowed for the completion of all work described in the contract documents. The determination of contract time affects not only the duration of the construction project, but also such aspects of the construction process as costs, equipment allocation, selection of contractors, and traffic problems. The duration of any particular project is ultimately determined by a wide range of factors, such as the type, complexity and size of the project, project urgency, budget, bid time, permits, material delivery, utilities, environmental concerns, maintenance of traffic (MOT) requirements, political sensitivity, and decisions and policies. A^2 has the knowledge and experience in all of the areas of construction. We understand the inherent uncertainties in a project, have insight into the construction market, and understand our client's objectives and constraints.

The preferred scheduling technique that we use to determine contract time is the critical path method (CPM). CPM scheduling not only helps determine, but also maintain the scheduled contract time. It has been our experience and our belief that the process of the development of a bar chart and CPM are similar. The advantage of a CPM is that it can be incorporated into a scheduling program such as *Primavera P6*™ and "what if" analysis can be performed. Thus with greater ease and effectiveness various scenarios to the project sequencing can be analyzed. The best approach in the determination of contract time is a procedural or step by step approach. They begin with the analysis of the maintenance of traffic, and phasing and a determination of the variety of project task or activities along with their respective assignment of material quantity. The quantities for each activity are converted into work days using established production rates and charts. Utility relocation durations are assigned and all of the activities are logically related to each other by assignment predecessors and successors. The schedule is calculated with the use of a CPM scheduling program (*Primavera P6*) and a 7 day per week calendar is assigned to a global activity (hammock activity) that simulates and is equivalent to the total project duration. The incorporation of the submittal requirements into the schedule including approval, fabrication and delivery activities are vital. These activities may affect the critical path or the controlling items of work and thus affect the project duration. Also A^2 uses the addition of a "what-if" analysis after all of the project activities and their respective durations are determined and assigned to the proper phase. Sometimes it becomes apparent from the schedule that a change in the MOT or phasing will significantly reduce the overall project duration.

The successful contractor on a project is responsible for preparing and submitting a realistic construction schedule. This initial submittal is extremely important for the purposes of administering the contract and for the defense of schedule related claims. The initial submittal is often termed the "AS-PLANNED" schedule and is a representation of the contractor's bid. This schedule is reviewed for conformance to the contract specifications and scope of work. It must follow the MOT plan or phasing plan (if any) in addition to project milestones as presented in the contract documents. The schedule activities must describe in sufficient detail discrete work operations and the aggregate of all activities define the complete project



Activity ID	Activity Description	Orig Dur	Total Float	Early Start	Early Finish
MDC BURN BUILDING TRAINING FACILITY					
GENERAL REQUIREMENTS					
GENERAL REQUIREMENTS					
1	NOTICE-TO-PROCEED	0		29AUG03A	
1000	MOBILIZATION	10		29AUG03A	11SEP03A
9000	TEMPORARY/PERMANENT POWER	1		16SEP03A	16SEP03A
8000	SHELL CONSTRUCTION COMPLETION	0	6		08DEC03
9995	SUBSTANTIAL PROJECT COMPLETION	0	0		16DEC03*
9997	PUNCHLIST	30	1	17DEC03	15JAN04
9999	PROJECT COMPLETION	0	1		15JAN04
SITEWORK					
SITEWORK					
SW1000	CLEARING AND GRUBBING (SITE PREP)	2		29AUG03A	29AUG03A
SW1060	PROCTOR SAMPLE	5		29AUG03A	05SEP03A
SW1990	WATER MAIN PERMITS (BY M-DC)	10		29AUG03A	31OCT03A
SW1040	SURVEYING	3		03SEP03A	05SEP03A
SW1020	LOCATE UTILITIES	2		05SEP03A	08SEP03A
SW1080	SCARAFYING AND COMPACTED (PROOFROLL)	2		06SEP03A	08SEP03A
SW2190	FIRE PROTECTION PIPING (OUTSIDE OF BLDG)	5		09OCT03A	17OCT03A
SW2180	WATER MAINS	10	0	31OCT03	13NOV03
SW2280	U/G UTILITY - TELEPHONE COMMUNICATIONS (BY M-DC)	1	8	10NOV03	10NOV03
SW2040	BUILDING CONCRETE FLATWORK	5	5	14NOV03	20NOV03
SW2220	BOLLARDS	3	5	14NOV03	18NOV03
SW2200	SITE LIGHTINGS	4	12	14NOV03	19NOV03



Activity ID	Activity Description	Orig Dur	Total Float	Early Start	Early Finish
SW2060	DRAINAGE	5	16	14NOV03	20NOV03
SW2000	ASPHALT REPAIR (WATER MAINS)	3	18	14NOV03	18NOV03
SW2100	LPG SLAB ON GRADE	3	5	21NOV03	25NOV03
SW2080	FENCING	5	11	21NOV03	27NOV03
SW2160	PALLET SLAB ON GRADE STORAGE	3	13	21NOV03	25NOV03
SW2020	ASPHALT DRIVEWAY	5	16	21NOV03	27NOV03
SW2140	LPG TANKS AND PIPING (BY M-DC)	5	5	26NOV03	02DEC03
SW2120	LPG FENCING	3	5	03DEC03	05DEC03
SW2260	SODDING	2	5	08DEC03	09DEC03
BURN BUILDING					
SITEWORK					
BNSW1040	FILL AND COMPACTED FIRST & SECOND LIFTS 6"	2		06SEP03A	08SEP03A
BNSW1060	FIRST & SECOND LIFTS DENSITY TEST	1		08SEP03A	08SEP03A
BNSW1000	LAYOUT OF BUILDING	2		09SEP03A	10SEP03A
BNSW1080	FILL AND COMPACTED THIRD 6" LIFT	1		09SEP03A	09SEP03A
BNSW1100	THIRD LIFT DENSITY TEST	1		10SEP03A	10SEP03A
FOUNDATION					
BNFN1000	LAYOUT FOOTING FOUDATIONS (SET BATTER	2		09SEP03A	10SEP03A
BNFN1020	FOOTING FORMWORK	2		10SEP03A	12SEP03A
BNFN1040	TIE REBAR FOOTING MATS	1		11SEP03A	12SEP03A
BNFN1060	EXCAVATED AND COMPACTED FOOTING	2		12SEP03A	15SEP03A
BNFN1080	DENSITY TEST ON FOOTINGS	1		16SEP03A	17SEP03A
BNFN1100	INSTALL FOOTING FORMWORK AND REBAR	1		16SEP03A	17SEP03A

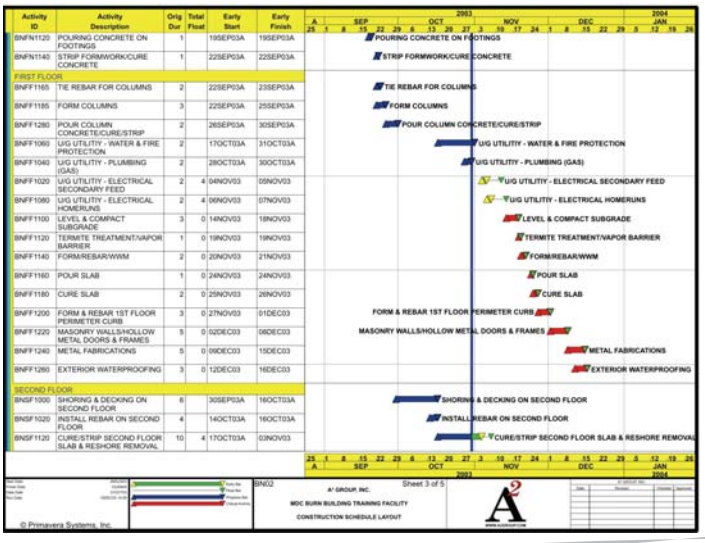
scope including "not-in-contract" (NIC) work by other contractors and all contract submittal requirements. Further, the schedule must be logical to the sequence of operations and it must be cost loaded and correlated to the bid items on the bid sheet.

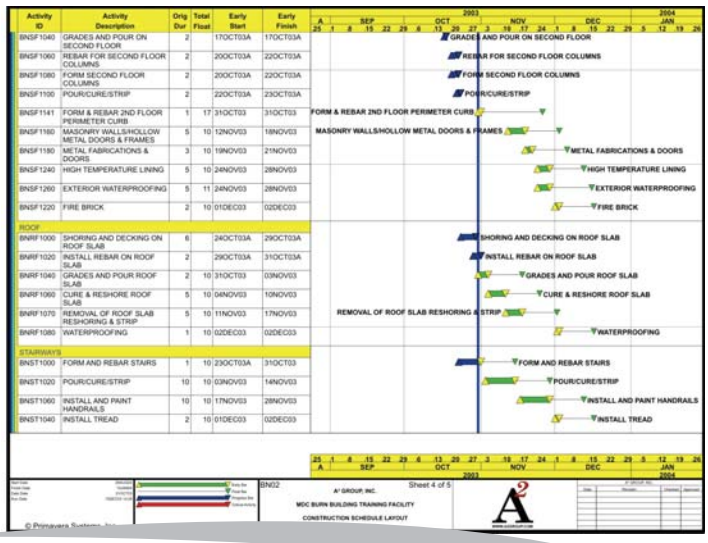
Once the subcontractor's as-planned or baseline schedule is approved, the subcontractor will be required to maintain it as the best possible representation of the work performed and work planned. Basically, on a monthly basis, the subcontractor will be required to submit an updated schedule that best represents the current status of the project. This updated schedule must include the actual start dates as well as the remaining durations of all the activities that have been started. The schedule will also include the actual start and finish dates of all of the activities completed. The schedule updates must be submitted as an electronic file containing the CPM schedule data. This is extremely useful in review of the schedule submittals. We have established procedures and computer programs that enable the scheduler the ability to quickly identify the slightest schedule modification or variance from the previous update or any other individual schedule or schedule groups. This allows the user the ability to identify and quantify any schedule logic revisions, activity additions or deletions, changes in descriptions, out-of-sequence work, duration changes, constraint modifications, calendar modifications, critical path changes, new critical activities, previously critical activities, cost changes, and quantity changes. The wealth of information obtained is invaluable in the process of schedule reviews and in the analysis of schedule related claims.

Our goal is to avoid schedule related claims through a process of planning and development which results in effective contract documents and procedures. In most cases, claims initiated by the subcontractor are due to inadequate investigation of work sites and working conditions, bidding below cost, poor planning, failure to follow required procedures, unforeseen conditions, errors in the plans and specifications, inadequate bidding information, interference by others, inadequate or late response to questions, excessive approval durations, excessive contract changes, excessively rigid specifications, and narrow interpretation of the plans and specifications. The risk of occurrence of many of the aforementioned can be reduced through proactive programs and procedures. Over the years, A² has established and refined such programs and procedures that contribute to the reduction of schedule related claims. These include constructability reviews, value engineering reviews, partnering programs, strong utility coordination and geotechnical investigation programs and procedures to ensure timely responses to contractor submittals and questions. Further, the day to day project management by A², especially being in constant contact with the subcontractor can both identify and resolve possible claim generating issues. A² fully understands and believes in the existing proactive approaches and procedures to schedule related claims.

Responsibility for Scheduling Methods

Our Project Manager, A.J. Ribas, will be responsible for ensuring that these scheduling methods are followed.





Fiduciary Responsibility

A² specializes in Public projects. In fact, approximately 95% of our work is for government agencies. We strongly believe that this requires a moral obligation to the taxpayers, residents, owners, and end users. It is our responsibility to use our professional knowledge and experience to maximize the budget.

Our fiduciary responsibility starts with the pre-construction phase. We believe that planning is the best way to avoid future issues. This includes composing estimates that are true to market conditions so the designs can be altered to meet the budget. The owner and the designer need a clear understanding of the costs associated with the project.

During the bidding phase, our firm goes out of our way to convey accurate conditions for the subcontractors. We hold a meeting to bring up potential issues and possibilities that they should all be aware of. To us, bid opening should always be a transparent process. We invite all of the subcontractors, the owner, and the designer to the meeting. Everyone can witness how the bids are calculated and understand why specific subcontractors are selected.

While in the construction phase, our responsibility includes quality control, monitoring expenditures, and ensuring the appropriate use of contingency funds. Quite often, our clients have opted to use the contingency funds for upgrading various aspects of the projects. Careful monitoring allows these funds to be used for improvement.

The close-out phase is also an important part of our fiduciary responsibility. It is a time when we focus on reconciling costs.

For A², being selected as the Construction Manager at Risk for a project means we are the caretakers of the public. It is our obligation to use our knowledge and experience to provide a high quality project within budget.

Cost Estimating Methods

A² has performed estimates during the conceptual, design development and construction development phases of several projects. The scope of work of the projects have included new construction of multi-story buildings, building renovations consisting of architectural features, structural repair and reinforcement, interior finishes, mechanical and electrical retro-fits. The civil portion of these projects have included roadways, parking facilities, tunnels, drainage culverts, trenches and reservoirs, water, sanitary and other vital utilities, landscaping, irrigation systems. Our team can provide a range of options for estimates, from a spreadsheet to integrated software systems. We have several different types of cost estimation software.

Estimating Procedures:

1. Establish Pre-Estimate Meeting
2. Quantity Survey
3. Measure Everything
4. Price Estimate
5. Architectural Features
6. Mechanical & Electrical Systems
7. Identify Long Lead Items
8. Confirm Pricing with Suppliers/ Subcontractors
9. Produce Detailed Estimate Report

There are several different types of estimates.

Types of Estimates:

- Lump Sum Estimate
- Unit Price Estimate
- Quantity Survey
- Parameter Cost Estimate
- Capital Cost Estimate

Lump Sum Estimate

In a lump sum estimate, a fixed price is compiled based on a specific scope of work detailed in the plans and specifications. With the lump sum estimate, the contractor agrees to perform the work although the cost may exceed the fixed price. As a result, the Owner can make project financial arrangements.

The estimate is evaluated by a quantity survey or quantity takeoff of the materials and items of work specified. The quantities are organized by the work divisions established by the Construction Specification Institute (CSI). Costs are

calculated based on the quantities of labor, materials, equipment, permits, taxes, bonds and overhead. As a result, the total value of each CSI division becomes the project cost. Additionally, a markup is added to the total cost and ultimately yields the lump sum estimate or bid for the scope of work.

Unit Price Estimate

In a unit price estimate, a fixed price is compiled based on total quantity of work detailed in the plans and specifications. Typically, these quantity estimates or bids are provided by the project Architect or Engineer for work that can be easily quantified such as engineering construction projects. These quantities are not guaranteed minimum or maximums. Unlike lump sum bids, unit price bids do provide an easier means of bid comparison and evaluation.

Quantity Survey

As in the lump sum estimate, a quantity survey is composed for each specific bid item. The quantity survey serves as a means to validate the architect-engineer estimated bid quantities. The estimator must analyze all costs of labor, material, equipment, permits, taxes, bonds, overhead and markup based on each bid item. The value is known as the unit price per bid item. The sum total of all quantities multiplied by their respective unit price is the anticipated project cost or bid for the scope of work. The actual project cost could vary based on the quantities of bid items installed on the project.

Parameter Cost Estimate

Unlike lump sum and unit price estimates which are performed subsequent to the completion of the construction documents, parameter estimates are performed during the design development process. A parameter cost estimate is based on unit costs for building components or systems. The unit costs are established on square footage of building, size, dimension or quantity of the components and prior cost experience or national price indexes. Examples of parameter estimates are:

- Conceptual Cost Estimate
- Square-foot Cost Estimate
- Cubic-foot Cost Estimate
- Modular Takeoff Estimate
- Cost-per-Function Estimate
- Partial Take-off Estimate
- Panel Unit Cost Estimate

Capital Cost Estimate

Capital Cost Estimates for construction consist of the expenses associated with the initial establishment of the project. These include land acquisition (assembly, holding and improvement), planning and feasibility studies, architectural and engineering design, construction (materials, equipment and labor), field supervision of construction, construction financing, insurance and taxes during construction, owner's general office overhead, equipment and furnishings not included in construction, as well as inspections and testing.

Cost Analysis

Our team can also provide cost analysis. There are several different types our clients can choose from:

- Initial Cost Analysis
- Detailed Cost Analysis
- Cost Analysis Updates
- Life-Cycle Cost Analysis
- Change Order Costing

Coordination

Subsequent to all reviews and coordination meeting with the owner, we will organize a pre-estimate conference. The specific issues to be addressed include but are not limited to:

- Describe scope of work
- Establish lines of communication
- Review MOT phasing
- Safety
- Emergency contacts
- Permits
- Inspections

- Quality
- Review Existing Utilities
- Project Schedule
- Project Meeting

Project Management

During the project management stage, A^2 can monitor the progress of all scheduled project activities and provide recommendations reports on a monthly basis. Our firm can provide independent cost estimates regarding all additional or change order work. We can also issue all necessary responses to questions and communications regarding the project budget and cost of completion.

Cost Control Methods

The keys to cost control include identifying potential issues and frequently updating the record keeping, which in is Primavera Expedition for us. We cannot stress the importance of planning during pre-construction enough. The plans will be reviewed by our employees who are certified as professional engineers, construction managers, architects, landscape architects, general contractors, and underground utility contractors. They have extensive experience with designs and construction, which makes their input and planning invaluable. They understand the scope, the designs, and construction methods, which is invaluable for the constructability review.

With our team's expertise, we are able to identify many aspects that other firms often overlook. Identifying and preparing always makes a project run more smoothly in terms of cost controls, quality and scheduling. Our knowledge and findings are clearly communicated with the owner, designers, and potential subcontractors. We want everyone on the same page.

During construction, accurate record keeping is an essential tool. Our Project Controls Specialist and Project Accountant input all financial transactions in order to provide precise reports for the Project Manager and Principal-in-Charge. These reports give them a clear indication of the progress and possible problems on the project. Measures can quickly be taken to correct any deviations as well as detect possible areas for cost savings.

Guaranteed Maximum Price (GMP)

Establishing the Guaranteed Maximum Price (GMP) is an essential part of Construction Management At Risk Projects. A^2 Group, Inc. (A^2) has gained vast experience with the process for both new construction and renovations.

There are many considerations that affect the GMP including the time line, location, market trends, etc. The constructability review allows our engineers and construction managers to become very familiar with the design. While conducting the constructibility review, we will come up with ideas and points that will assist us in establishing the GMP.

We begin the GMP process with a strong estimate. Next, all construction costs are tallied along with our fees to complete the project. Once that has been determined, we come up with the CM allowance which is typically between two to five percent depending on the conditions of the project. We also add 10% for the owner's contingency if the client is interested. When the money for the contingency is not used for changes, many clients decide to add upgrades to the project. The final factor is the one percent fee to cover the cost of the bonds. That is basically the process of how we compute the Guaranteed Maximum Price, which we then submit to the client.

A GMP is based on specific assumptions. This type of delivery method will not guarantee additional costs or change orders over and above the GMP. However, an experienced team will be able to pro-actively foresee the impact of issues and mitigate the associated delays and costs.

Responsibility for Cost Control

Our Project Manager, A.J. Ribas, will be responsible for ensuring that these cost control measures are followed.

Project Controls

Capability to Self-Perform Work

A^2 Group, Inc. has the following licenses:

- Engineering
- Landscape Architecture
- General Contractor
- Underground Utility and Excavation Contractor
- Commercial Pool Contractor

Although we are capable of self performing entire projects, we usually prefer to hire subcontractors for almost all of the trades. However, whenever an issue arises with bids all coming in high or the subcontractors are busy and timing is an issue, we have taken the initiative to self perform various portions including carpentry and concrete flatwork. We are also certified underground utility contractors and landscape architects, which are specialized trades that can be self-performed if deemed necessary for the project.

For this particular project we believe the most cost effective approach will be to publicly bid to subcontractors with complete transparency with County staff, to achieve the best pricing for the City. Our team is also prepared to provide self-performance pricing on items we deem fit for this project. Our goal is to provide Charlotte County the best value project as it pertains to time and money with minimal impact to daily employee work activities.

Project Controls

A²'s Workload - Recent, Current & Projected

			Recent Workload			Current Workload		Available for this Project	
Name	Role	Recent Assignment	%	End Date	Current Assignment	%	End Date	%	Date
Alberto G. Ribas, PE, LA	Project Director	Wekiva Pkwy from Kelly Park Rd to Lake County Line	60%	Mar-18	SR 836 Interchange Modifications at 87th Avenue	50%	Mar-19	15%	June 2019
A.J. Ribas	Project Manager	Parade Circle Pathway	100%	Nov-18	Firing Range, Carmalita Park and South Regional Park	75%	Mar-19	50%	June 2019
David Lane	Superintendent	Parade Circle Pathway	100%	Nov-18	Firing Range and Beach Park Project	100%	Mar-19	50%	June 2019
Rafael Abela	Superintendent	City of Venice Parking Lot Site 3	100%	Nov-18	Firing Range, Carmalita Park and South Regional Park	100%	Mar-19	50%	June 2019
Jose Mazon Martinez	Foreman	Parade Circle Pathway	100%	Nov-18	Carmalita Park and South Regional Park	100%	Aug-19	100%	June 2019
Michelle Morgan	Project Controls Specialist	Harborwalk West at GilChrist	40%	Nov-17	Firing Range	40%	Mar-19	100%	June 2019

A² GROUP, INC.

5 Approach

Project Approach

Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility

A^2 Group, Inc. (A^2) is a construction management, landscape architecture, and engineering organization. Our staff has experience and knowledge providing drafting, designing, estimating, quality control management, cost control analysis, network analysis schedule, and project management on multiple construction projects with various public entities throughout the state. Some of our local projects include Charlotte County's Firing Range, Charlotte County's Parade Circle Pathway, Legacy Park for the City of Venice, Harborwalk at Gilchrist Park in the City of Punta Gorda, City of Venice Parking Lot 3, and FDOT MM63 South Rest Area and Collier County Fire Station. Our airport projects include the Great Orlando Aviation Authority Continuing Program Management Services, Design/Build of Taxiway Alpha 3 at the Naval Air Station in Jacksonville, Miami International Airport (MIA) South Terminal, and the United Airlines Cargo Facility at MIA. We also have CMAR experience on the Burn Building Training Facility for Miami-Dade College's North Campus.

We have demonstrated a consistent track record of completing projects early and at a cost savings to the Owners with final project cost being 3-5% below the established GMP. We have accomplished this without sacrificing quality or aesthetic characteristics.

As the Construction Manager on the Airport Rescue and Fire Fighter (ARFF) Training Simulator Facility, A^2's initial plan of action will be to meet with representatives from Charlotte County, the airport, and all stakeholders to establish project goals, proposed phasing, schedule, and major milestones. Upon completion of the meeting, A^2 will provide a schedule highlighting our proposed timeline and major milestones for the project. **A^2 has over twenty five years of experience on public projects that require an active open campus or environment during the entire construction duration.**

The A^2 team has reviewed the elements for the ARFF Training Simulator Facility project, which include:

- Multi-stall restroom with several showers
- Cover structure area with fans and spray system
- Liquid Propane (LP) tank storage area
- Concrete burn pit for future training equipment
- Concrete apron for training vehicles
- Asphalt driveway with a parking area and ADA compliant parking
- All related site work

Our team is prepared to work with the project team during the preconstruction/design phase of the project. We have worked on several projects at various airports throughout the state along with fire training facilities. Our team will provide value engineering ideas throughout the pre-construction phase. The project team has provided value engineering

Project Approach

Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility

alternatives on projects about this size for various public entities that have delivered project cost savings in excess of $500,000 along with significant reduction in time. Estimating will be provided throughout the preconstruction phase, until an agreement is made on the Guaranteed Maximum Price (GMP) along with the project schedule. We are prepared to meet the needs of the airport, county and its patrons.

At Notice to Proceed (NTP) we will construct temporary fencing with screening to hide all construction related site work throughout the project. Noise control and abatement methods will be implemented that will minimize the impact to county patrons and staff. Weekly meetings will be conducted to review progress/2 week look ahead schedules and any other pertinent items related to the project. Additionally, a testing log will be created for the project and a geotechnical company will be employed to conduct all quality control/assurance testing specified by the engineer for the project.

Long lead items are a major facet to any construction project. We will work diligently to provide all stakeholders and permitting agencies submittals in a timely and efficient manner. We are also cognizant of the standard review times for the different agencies thus a submittal schedule will be tracked throughout each project. Long lead items that will need to be taken into account in the preconstruction phase and construction phase for each work item are the following:

- Covered Structure
- Specialty Fire Training Equipment

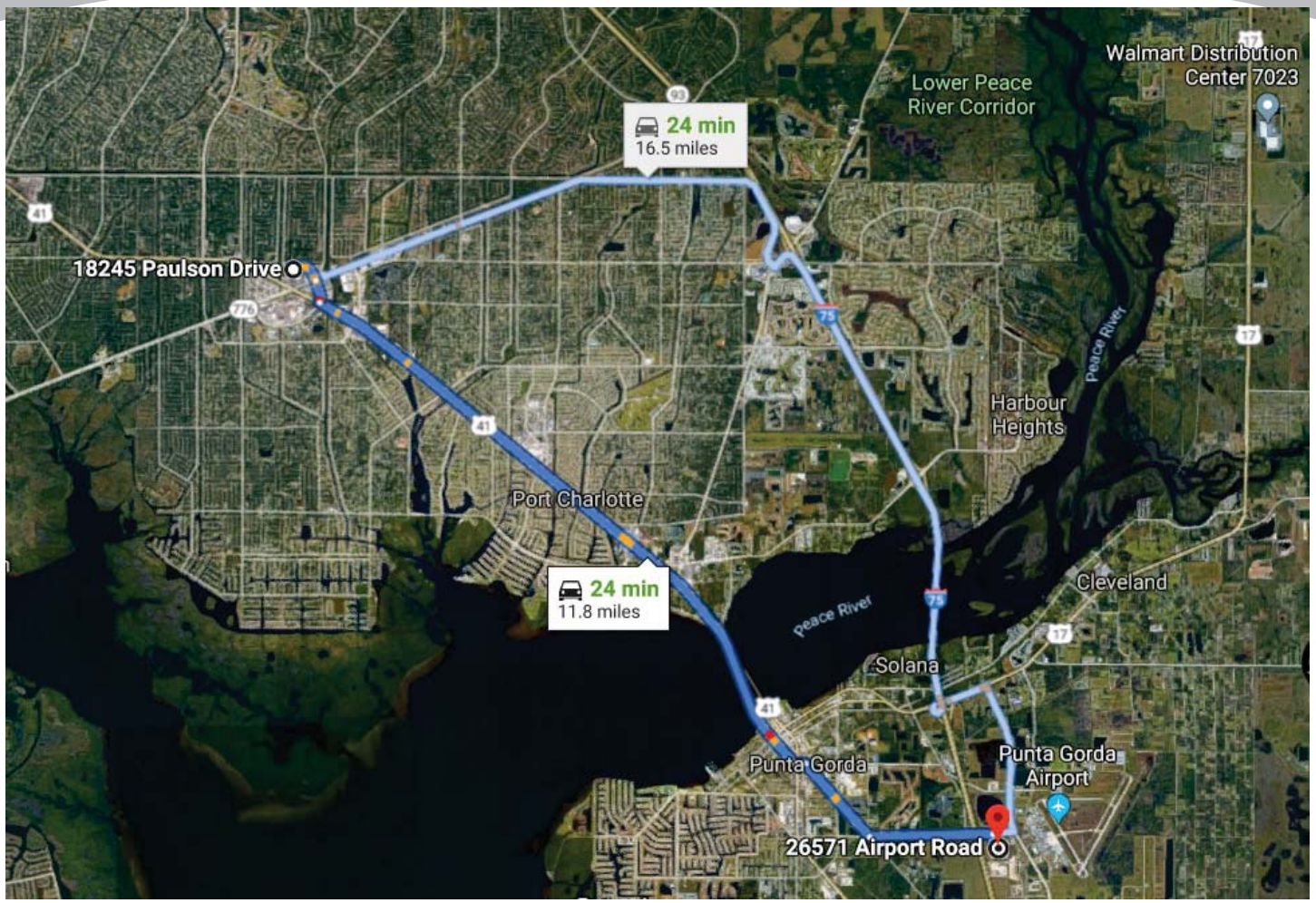
Our team believes that with constant submittal monitoring and a proactive approach that all products can and will be procured in a timely manner.

A^2 is familiar with the project location and its location adjacent to the Public Safety Building complex. We are aware that minimizing potential impacts to the current operational facilities will be imperative to the overall project. Existing utility coordination will be critical in order to avoid any utility agency lead times with serving the new facility. In additional, existing as-built confirmation will be conducted by A^2 to confirmation of existing utility locations. A^2 will work diligently with the project team, utility agencies, and all stakeholders from the onset of preconstruction services to affirm any potential utility impacts are addressed and accounted for in the construction plans.

A local office for this project is beneficial. Our Port Charlotte office, which is located on 18245 Paulson Drive, is a ideal location being less than 12 miles from the Charlotte Airport.

Project Approach

Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility



At the jobsite office, weekly meetings can be conducted with the project team reviewing all aspects of the proejct. The meetings will be followed by a site visit. Also, our firm believes in fast track construction. Our local project team has an extensive subcontractor database which wil be critical to attaining competitive pricing for this project. Additionally, A² has completed multiple projects with simular component's of this project. One unique strength of the A² team is the multiple professional licenses we hold with the State of Florida. This diversity of services enables us to provide insight that other contractors often miss.

Safety is of the utmost importance on a construction project. Safety for the workers inside the projects limits and the county patrons outside the construction limits will be a priority for our company. Weekly toolbox talks will be implemented throughout the duration of the projects along with weekly progress schedules so everyone understands their weekly roles and goals.

A² will provide a Maintenance of Traffic (MOT) plan for the project in order to

Project Approach

Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility

provide safe driving, flight, and delivery conditions throughout the duration of the project. We will also implement an MOT plan for pedestrian foot traffic in the area. This MOT component will be critical as we are aware the airport will remain open during construction of this phase.

A² believes that our local presence in the area and incorporating an aggressive schedule will offer a significant cost and time savings benefit to Charlotte County. We look forward to working with the County on the Airport Rescue & Fire Fighter (ARFF) Training Simulator Facility.

Project Approach

QA/QC Controls

Our Management Approach is deeply intertwined with our Quality Assurance/Quality Control (QA/QC) Plan and Procedures. Our plan provides the organization of QA/QC for our projects and explains the various associated responsibilities throughout the process. The objective of our policy is to ensure that projects are completed according to the statement of work, technical specifications, design goals, cost-effective budget, proposed schedule, and that the projects can be operated and maintained to the entire satisfaction of the end users as well as our client.

The intent of our QA/QC Plan is to ensure that all of the services provided by A^2 meet our high standards, zero defects, in addition to contract compliance. Our firm strongly believes that QA/QC not only benefits the client, but helps everyone involved on a project. The use of an excellent QA/QC plan leads to fewer mistakes and ensures that work is performed correctly the first time. These measures reduce waste of project resources, which lowers costs, raises productivity and increases worker moral. A^2's Quality Assurance/Quality Control Plan is divided into the following categories:

1. **A^2's Project Team**
   a. Responsibility
   b. Training
   d. Communication

2. **Phases of the Project**
   a. Designs
   b. Permits
   c. Project Controls
   d. Document Controls
   e. Construction
   f. Tests
   g. Close-out

3. **Implementation**
   a. Reports and Logs
   b. Files
   c. Audits
   d. Meetings
   e. Non-conformance Issues

4. **Continual Improvement**

A description of these categories follows.

1. A^2's Project Team

a. Responsibility

Responsibility for quality starts from the top with the Principal-in-Charge and

permeates through the entire firm. Every team member is responsible for quality of work. Implementation of our plan is the daily responsibility of all personnel. It is part of our professional duties to ensure that safety, designs, pre-construction, materials and equipment, construction, craftsmanship, close-out, as-built drawings, warranty and management efforts are compliant with all applicable requirements and that the procedures are followed. A^2 believes that teamwork beats individualism every time. We work as team to provide quality projects in a timely and cost effective manner.

b. Training

The most important resource that A^2 brings to our projects is our people, professionals who are at the forefront in the industry for their competence and commitment. Because we want the best, we are committed to the continual training of our staff. New methods of construction, safety, and software programs are essential for improving procedures. Several of our employees have CQM certification from the US Army Corps of Engineers (USACE) and Maintenance of Traffic (MOT) from the Florida Department of Transportation (FDOT). A few have been certified by the USACE for RMS training. In addition, one of the proposed team members has completed LEED training.

d. Communication

Construction projects require effective communication between all parties, with all types of available and current technologies. The establishment of uniform communication protocols along with the clear obligations of all parties can significantly reduce communication issues that can often plague a project. Our project team will have many options for communication including Federal Express, Internet, individual e-mail accounts, a fax machine, as well as cell phones. All of the team members will have the resources to easily contact other team members.

Establishing open communication with the designers and the owner is also a high priority for A^2. Our team will ensure that continual updates and significant issues are all relayed to the appropriate project team members. Quarterly brainstorm meetings will be held with the Project Team in order to determine better ways to serve the client. Discussions will include all aspects of the QA/QC, Safety, Management Procedures, Project Controls, Document Controls, etc.

2. Phases of the Projects

a. Designs

A^2 is a licensed Professional Engineering, Landscape Architectural, and General Contracting firm, which means we have design and construction capabilities. We understand design criteria and the importance of keeping all of the designers, owners, and contractors in sync. We also have an advantage

when it comes to performing reviews of design packages, because we understand both engineering and constructability issues.

b. Permits

Our Project Manager will be responsible for overseeing the process of obtaining all of the permits required by the Local, Regional, State, and Federal agencies. We will also prepare any required reevaluations or amendments to the documents.

c. Project Controls

Our Project Manager will be responsible for creating and maintaining project cost sheets, estimates, budgets, master schedules, contract package schedules, change order tracking, RFI tracking, and reports. They will also prepare monthly and quarterly reports on the project status outlining the progress, cost, schedule, status of QA/QC process, issue resolution, etc. Our Project Manager will also work with the owner to select and implement software tools for project controls. We currently own Primavera Expedition and P6 for scheduling, along with ComputerEase. Our team members are also proficient in other industry related software including 4D, Prolog and EdgeBuilder.

d. Document Controls

Our Project Coordinator will provide administrative support. This position will be responsible for the documentation of meetings, report writing, preparation of presentations, and preparation of correspondence. The Project Coordinator will also establish and maintain coordination and filing systems to ensure that all project team members have current and accurate information available. When needed, this person will provide data, graphics, web design and other materials for internal, external, and public presentations.

e. Construction

Our team understands the importance of the layout of work and verification of correct placement, orientation, and elevation. Work that is not placed correctly will be documented and will result in corrective actions. Installation and maintenance operations must be treated with similar QC procedures as the fabrication was, specifically all procedures, checklists, and tests to be performed must be defined in advance and properly documented with the corresponding item. This also includes dismantling or removal of materials or equipment.

The daily inspections of work-in-progress will be performed by our Superintendent who will be verifying that design requirements were met, previous work phases are complete, work was performed by qualified personnel, that only approved materials were used, the proper amount of materials was used, the scope of work requirements have been met,

installation specification and procedures have been met, the work phase is complete, and any quality problems have been corrected.

The Project Director, Project Manager and Superintendents will also perform inspections together periodically. These periodic inspections will include a review of the contract requirements and submittal information, confirmation that all equipment and material has been submitted and approved, confirmation that all required testing procedures are in place, comparison of actual field progress with scheduled field progress, an examination of workmanship, a check for damaged materials or equipment, verification of dimensional requirements, and verification that As-Built information is properly documented. Our Superintendents will be responsible for maintaining a site that is in order and safe on a daily basis.

g. Tests

In addition to on-site inspections, some equipment and materials require specialized testing by a qualified independent agency. We will review the testing agency's name and credentials prior to the scheduled test. Our team will also forward all of the original certifications as well as the test reports to the owner. None of the certifications will be pre-printed. Copies of these documents as well as a log of the tests will be filed by our Project Manager.

h. Close-out

Every portion of the project will be inspected upon completion by our Project Manager and Superintendents. Any deficient work will be placed on a punch-list, which will be provided to the contractor, team members and the owner. Final inspections will ensure that all of the punch-list items have been taken care of.

3. Implementation

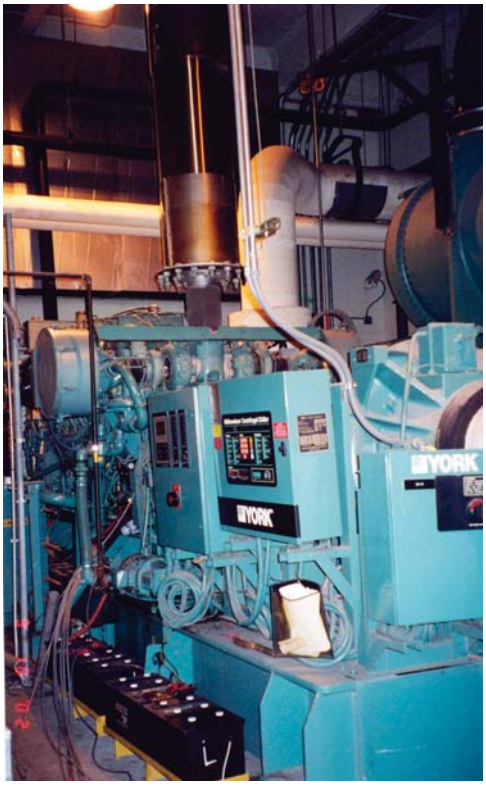
a. Reports and Logs

Our team will be inspecting work using QA/QC checklists. Every deficiency discovered on the job site will be documented in a report for each project. A notice of deficiency, corrective action needed, and time to complete will be issued to the subcontractor to ensure that proper action is taken to correct the inadequacy.

The deficiencies listed on the QA/QC Reports will be incorporated into a Deficient Work Tracking Log that will be used to track the defective work or materials until the problem is corrected. Our logs list a description of the deficiency, date discovered, the responsible party, corrective action required, and date corrected. The log is initialed twice, once by the team member that reports the deficiency and once by the team member that accepts the corrective measure. The log will help ensure that deficiencies are not forgotten or ignored. We will confirm that corrections have been made. The Project Director will personally inspect large issues.

Project Approach

QA/QC Controls



b. Files

Extensive QA/QC Plans require a vast amount of documentation. Maintaining organization is an essential element of a successful process. The Project Manager will ensure that filing cabinets are orderly and easy to access. If required, we will establish a filling system that is compatible with the client's standards. Team members will be able to review our QA/QC documents at any time.

c. Audits

QA/QC logs will be submitted to the Project Manager on a weekly basis. The manager will perform random audits on part of a project, an entire project, or the entire contract at any time.

d. Meetings

All of the project team will attend mandatory in-house QA/QC meetings on a scheduled basis. The meetings will focus on reviewing our procedures, discussing the status of the various projects, discussing concerns, and brainstorming about solutions.

A portion of the regularly scheduled meetings with contractors, designers, and owner will also focus on QA/QC issues. Issues are delineated by reminding everyone of high standards and keeping them informed of new issues. Meeting minutes will be documented and stored in the files.

e. Non-conformance

The A^2 team will keep a special log of nonconforming items. The log will include information on the date discovered, description of the problem, suggested solutions, and date corrected. All non-conformities must be properly documented and traceable.

4. Continual Improvements

A^2 believes that continuous evaluation and improvements to any QA/QC Plan is necessary. Always striving for the zero defects goal ensures that the number of shortcomings is continually reduced. We welcome any suggestions that the designers or owner may have. Our team is responsible for maintaining and improving our procedures. Our Principal will seek and reward employee participation and introduction of new ideas. A^2 promotes quality control within the firm and we seek out others who maintain such standards.

Project Approach

Bidding Procedures

Subcontractor selection is a vital part of construction projects. We have an extensive database of local subcontractors we have worked with in the past, had contact with, or have received bids from. Most of companies in our database have already been pre-qualified by us.

In addition to this, for every project, we conscientiously work with the local communities and County to contact other subcontractors that might be interested. We will also recruit through referrals and ads in the local newspaper publications. When selecting subcontractors, our objective is to seek, train and expand the use of minority, women, and disabled veteran owned businesses, thereby helping them becoming more stable, successful, knowledgeable, competitive members of the business community. We recognize the value of having a stake in our economic system. Our experience has shown, when given the proper training and opportunities, these participants can and will excel.

We also place ads in local publications. When we find out that a company is interested, we immediately send them our pre-qualification package. We verify that they have experience and that they are bonded. Once that has been completed, we give them the plans and project scope and invite them to a mandatory pre-bid meeting.

The A^2 team goes out of our way to convey accurate conditions for the subcontractors. We hold a meeting to bring up potential issues and possibilities that they should all be aware of. To us, bid opening should always be a transparent process. We invite all of the subcontractors, the owner, and the designer to the meeting. Everyone can witness how the bids are calculated and understand why specific subcontractors are selected.

Our transparent process, complete honesty, timely payment of subcontractors, and ability to point out potential issues has enabled us to develop strong relationships with local subcontractors.

6 Similar Projects

Similar Projects

Recent Experience

Project Experience

#	Project Name	Owner	Project Type	Prime/ Sub	Fast Track	Limited Staging Area	Occupied Campus/Facility	On Time & within Budget	Participating Team Member	Pre-Construction Services
1	Continuing Program and Project Management Contract - ARFF Bldg	Greater Orlando Aviation Authority (GOAA)	Program Mgmt	P		X	X		X	X
2	Firing Range	Charlotte County	GC Negotiated	P	X			X	X	
3	Collier County Public Safety Facility	FDOT District 1	CEI	P				X	X	X
4	Taxiway Alpha 3 at the Naval Air Station	NAS JAX	Design/Build	P	X	X	X	X	X	X
5	Carmalita Park and South County Regional Park	Charlotte County	GC Negotiated	P		X	X	X	X	
6	Parade Circle Pathway Extension	Charlotte County	GC Negotiated	P		X		X	X	
7	Legacy Park Construction	City of Venice	GC Negotiated	P				X	X	
8	Harborwalk West at Gilchrist Park	City of Punta Gorda	GC Negotiated	P			X		X	
9	Parking Lot Site 3	City of Venice	GC Negotiated	P				X	X	
10	Palmetto Bay Library	Village of Palmetto Bay	CM at Risk/GMP	P				X	X	X

References for AJ Ribas (Project Manager)

#	Project Name	Owner	Reference Information
1	Legacy Park Construction	City of Venice	Kathleen Weeden (941) 486-2626
2	Parade Circle Pathway Extension	Charlotte County	Ray Slade (941) 575-3685
3	Firing Range	Charlotte County	Justin Dunn (941) 740-4767
4	Parking Lot Site 3	City of Venice	Kathleen Weeden (941) 486-2626
5	Collinswood Animal Hospital Renovation	Collinswood Animal Hospital	Dr. Alexander Villarreal, DVM (941) 625-7500

Project Experience

GOAA Continuing Program Management Services

Project Location:
Orlando, Florida

Services Provided:
- Program Management

Status:
On-Going

Original Value:
TBD based on Work Orders

Contract Start Date:
February 2017

Staff Assigned to this Project:
Alberto G. Ribas, P.E.
Chris Kieffer
David Howard
Drew Erickson
Hector Hernandez
Michelle Morgan
Frances Alemany

Owner Contact Information:
Mike Patterson
Tel:(407) 825-2460
MPatterson@goaa.org

A² has a Continuing Program and Project Management Services Contract with the Greater Orlando Aviation Authority (GOAA), which includes the Orlando International Airport and the Orlando Executive Airport. We provide all services necessary for the management of the design and construction of both individual projects and programs. Our work orders include:

BP-469 - Loop Road Resurfacing and Related Work
- Orlando International Airport
- Milling and Resurfacing of Asphalt Pavement on the Loop Road
- Roadway Lighting Improvements
- Reconfiguration of AOA emergency access Gate E-30
- Construction Value: $7,200,000

BP-478 - Airside 1 & 3 Apron Rehabilitation Phase 2
- Orlando International Airport
- Rehabilitation of Concrete Slabs on Airside 1 and 3 Aprons
- Crack Routing and Joint Sealing
- Centerline Striping
- Construction Value: $1,200,000

H-299 - AOA Security Fence Upgrade
- Orlando International Airport
- Upgrade 10,000 LF of Secure Area Chain Link Fence and Gates
- Construction Value: $500,000

H-304 - NTC Level 1 Grease Trap Sanitary Line Replacement
- Orlando International Airport
- Diagnostic Evaluation and Replacement of Existing Sanitary Lines
- Construction Value: $160,000

V-864 Sanitary & Grease Line Replacement LS, Level 1
- Orlando International Airport
- Construct a New 4,600 sq ft Administration Building
- Administration Building to Support Centerfield ARFF
- Construction Value: $200,000

V-867 - Centerfield ARFF Administration Building
- Orlando International Airport
- Upgrade 10,000 LF of Secure Area Chain Link Fence and Gates
- Construction Value: $2,000,000

V-S00009 South Roadway OT-16 Bridge Mounted Roadway Sign (D-B)
- Orlando International Airport
- Install Two Bridge Mounted Roadway Signs on the South Secure Road Bridge above Jeff Fuqua Boulevard
- Construction Value: $220,000

W-S00134 HBJ Warehouse Renovation Global Oversight
- Orlando International Airport
- Interior Renovation of an Existing Facility
- Roof and HVAC Replacement
- Installation of New Fire Main
- Exterior Lighting Replacement
- Pavement Rehabilitation
- Construction Value: $6,000,000

Project Experience

Charlotte County Firing Range

Project Location:
25500 Airport Road
Punta Gorda, Florida 33950

Type of Project
- General Contracting

Size:
23,000 sq ft

Final Completion Date:
March 2019

Construction:
$5,000,000

Project Description:

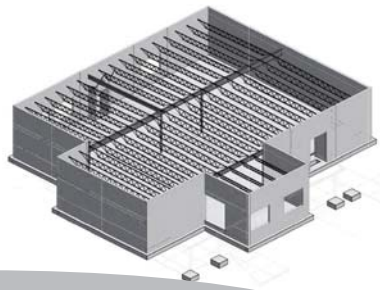
A² Group, Inc is currently providing construction services for a Firing Range for the Charlotte County Sheriff's Office in Punta Gorda, Florida. The project is located on 5.25 acres consisting of 4 structures (Firing Range, Support Building, Control Room, and 3 Bay Garage). The Firing Range is composed of 12 – 50 yard shooting lanes, fully baffled with an associated control room and 3 Bay Garage. Additionally, the support building houses an armory, offices, conference rooms, and restrooms. The project consists of complete site development, lead reclamation of existing berms, perimeter high security fencing, concrete and structural steel structures, target systems for range, metal roofing, framing and drywall, mechanical, electrical, plumbing and associated landscaping/ irrigation.

Staff Assigned to this Project:
Alberto G. Ribas, P.E. - Project Executive
A.J. Ribas - Project Manager
David Lane - General Superintendent
Michelle Morgan - Project Coordinator

Contact:
Justin Dunn, Project Coordinator for Charlotte County Facilities
(941) 740-4767, justin.dunn@charlottecountyfl.gov

Project Architect:
Wilder Architecture

Relevant Project Information:
- Public Safety Complex
- Fast Track Construction



Project Experience

Collier County Public Safety Center

Project Location:
I-75, Ochopee, Florida 34141

Type of Project:
- Design/Build

Status:
Completed

Size of the Project:
5,776 sq ft

Construction:
$3.1 million

Project Start Date:
August 2013

Final Completion Date:
July 2014

Project Description:

A^2 Group, Inc. provided design/build construction management services for the Collier County Public Safety Facility at MM63 off of I-75. This project was a design-build project with an emphasis on environmental sustainability, which ultimately achieved LEED Gold Certification. Construction included spread and continuous footings, reinforcing steel, Cast-In-Place concrete and masonry, Waste Water Treatment and Water Treatment Plant, and associated site work. Unique elements of the building consisted of firefighter bunk rooms, Florida Highway Patrol offices, common area kitchen and living space, High Bay Garage for fire trucks, showers/restrooms, high security IT room and an exercise room. This project also brought with it continual coordination between the FDOT, Collier County, and the National Park Service who were all stakeholders.

Staff Assigned to this Project:
Alberto G. Ribas, P.E. - Project Director
A.J. Ribas - Project Manager
Rafael Abela - Superintendent

Owner Contact Information:
Florida Department of Transportation District 1
Eliode Joseph, P.E., Tel: (239) 656-7800, eliode.Joseph@dot.state.fl.us

Project Architect/Engineer:
Stantec

Relevant Project Information:
- Project achieved LEED Gold Certification
- On-time and with-in budget
- Project coordination between various stakeholders

Project Experience

Taxiway Alpha 3 at the Naval Air Station

Project Description:

A² Group, Inc. was contracted by NAVFAV Southeast to provide design-build services for the repairs to Taxiway Alphas A/3 at the Naval Air Station located at Jacksonville, FL. The work entailed geotechnical exploration, design and construction to repair Taxiway A/3 pavement (3,000 SY) and drainage in accordance with Unified Facilities Criteria, Airfield and Heliport Planning and Design, and Pavement Design for Airfields and Surface Drainage Facilities for Airfields and Heliports. A²'s design was based on new airfield loadings anticipated for the NAS JAX mission (737 MMA, C17, C5, C40, etc) over the next ten years. This project was conducted in an active secure airport facility, on airside, which required continual coordination with airfield operation to avoid disruption to their daily work schedule. Work was performed during both daytime and nighttime. This project was completed two weeks ahead of schedule.

Project Location:
Jacksonville, Florida

Services Provided:
- Design/Build

Status:
Completed

Size of the Project:
340 LF

Original Value:
$866,596

Final Value:
$866,596

Project Start Date:
May 2009

Final Completion Date:
December 2009 (early)

Staff Assigned to this Project:

Alberto G. Ribas, P.E. - Project Manager
David Lane - Field Superintendent

Owner Contact Information:

NAVFAC Southeast, PWD Jacksonville
Dolores Butler
Tel: (904) 542-5572
dolores.butler@navy.mil

Project Architect/Engineer:

A² Group, Inc.

Relevant Project Information:

- Occupied Campus
- Pre-Construction Services
- Civil Work

Project Experience

Carmalita Park and South County Regional Park

Project Locations:
670 Cooper Street and
2605 Carmalita Street both
in Punta Gorda, Florida

Type of Project
- General Contracting

Start Date
January 2019

Final Completion Date:
August 2019

Construction Cost:
GMP - $998,963
Final - TBD

Project Description:

A² Group, Inc is currently providing construction services for the Carmalita Park and South County Regional Park in Punta Gorda, Florida. The Carmalita Park project includes restroom facilities, utilities connectivity, flatwork and site work. The South County Regional Park project includes restroom facility, pavilion, utilities connectivity, flatwork, baseball parking area, basketball parking area, landscaping, and site work.

Staff Assigned to this Project:

Alberto G. Ribas, P.E. - Project Executive
A.J. Ribas - Project Manager
Rafael Abela - General Superintendent
Jose Mazon Martinez - Foreman
Michelle Morgan - Project Coordinator

Contact:

John Rohling, Project Coordinator for Charlotte County Facilities
(941) 764-4145, john.rohling@charlottecountyfl.gov

Project Architect:

ADG Architecture

Project Experience

Charlotte County Parade Circle Pathway Extension

Project Location:
Rotonda West in Charlotte County, Florida

Type of Project
- General Contracting

Size:
0.55 miles (2,933 lineal ft)

Final Completion Date:
November 2018

Construction:
$261,000

Project Description:

A² Group, Inc provided construction services for Charlotte County's Parade Circle Pathway Extension and Inner Circle Connection project. The project was for the construction of an eight-foot wide asphalt multi-use path that is approximately 2,933 lineal feet (0.55 miles) in length at the south end of Parade Circle in Rotonda West. The path connected to an existing asphalt path at both ends and is the Inner Circle Connection (ICC) for the missing pathway section of Parade Circle.

Staff Assigned to this Project:

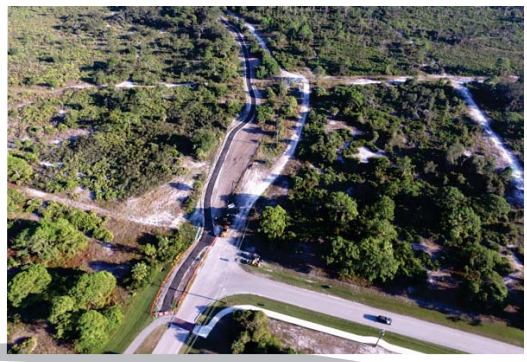
Alberto G. Ribas, P.E. - Project Executive
A.J. Ribas - Project Manager
Jose Mazon-Martinez - Superintendent
Michelle Morgan - Project Coordinator

Contact:

Ray Slade
(941) 575-3685, raymond.slade@charlottecountyfl.gov

Project Designer:

Johnson Engineering



A² GROUP, INC.

Project Experience

Site Development and Construction of Legacy Park

Project Location:
395 East Venice Avenue
Venice, Florida 34285

Type of Project:
- Lump Sum/General Contracting
- Design/Build Modifications

Size of the Project:
9.75 Acres

Construction:
$2 million

Project Start Date:
June 1, 2015

Final Completion Date:
January 2016

Project Description:
A^2 Group, Inc. provided site development and construction of a 9.75 acre site that is named Legacy Park. The scope of work included site grading, restroom facilities, three (3) 24' x 24' square picnic pavilions, five (5) 2-Pole shelters, a kayak/canoe launch with washing station, parking areas with driveway and access isles including portions with pervious pavement, multi-use trail, walkways/sidewalks, storm water facilities, wetland enhancement/restoration, landscaping, lighting and park recreational features.

Staff Assigned to this Project:
Alberto G. Ribas, P.E. - Project Executive
A.J. Ribas - Project Manager
David Lane - General Superintendent

Owner Contact Information:
City of Venice
Kathleen Weeden, City Engineer
Tel: (941) 486-2626 x25001
kweeden@venicegov.com

Project Architect/Engineer:
Beebe Design, DMK & Associates

Project Experience

Construction of Harborwalk West at Gilchrist Park

Project Location:
400 W Retta Esplanade,
Punta Gorda, FL 33950

Type of Project:
- Lump Sum

Size of the Project:
5 acres

Construction:
$2.2 million

Project Start Date:
January 2017

Final Completion Date:
November 2017

Project Description:
A² Group, Inc. provided construction services for Harborwalk West Project at the Gilchrist Park for the City of Punta Gorda. The scope of services includes seawall construction, underground utilities, restroom, pavilions, Maintenance of Traffic (MOT), paving and concrete, along with various other specialty items.

Staff Assigned to this Project:
Alberto G. Ribas, P.E. - Project Executive
A.J. Ribas - Project Manager
David Lane - General Superintendent
Michelle Morgan - Project Coordinator

Owner Information:
City of Punta Gorda

Project Architect/Engineer:
Weiler Engineering Corporation
Michael J. Giardullo, PE
(941) 505-1700
mgiardullo@weilerengineering.org

Project Experience

Venice Parking Lot 3

Project Location:
1600 Harbor Drive, S.
Venice, Florida

Type of Project
- General Contracting

Size:
2.5 acres

Project Start Date:
August 2018

Completion Date:
November 2018

Construction:
$450,000

Project Description:

A² has recently completed general contracting services for an asphalt parking lot adjacent to the City of Venice Public Fishing Pier and beach access in Venice, Florida. The Parking Lot Site 3 improvements included clearing and grubbing, asphalt and base parking area, asphalt and base walking trail, concrete sidewalks and driveway, striping, landscaping, and site lighting.

Staff Assigned to this Project:

Alberto G. Ribas, P.E. - Project Executive
A.J. Ribas - Project Manager
Rafael Abela - Superintendent

Owner Contact Information:

City of Venice
Kathleen Weeden, City Engineer
Tel: (941) 486-2626 x25001
kweeden@venicegov.com

Project Experience

Palmetto Bay Library, Community Center, and Ludovici Park

Project Location:
Palmetto Bay, Florida

Services Provided:
- Construction Management at Risk

Status:
Completed

Size of the Project:
11,000 sq ft

Original Value:
$3,179,035

Final Value:
$3,179,035

Project Start Date:
June 2006 (pre-construction)
January 2008 (construction)

Final Completion Date:
February 2009

Project Description:
A² Group, Inc. provided Construction Management at Risk Services to the Village of Palmetto Bay for a new 11,000 sq ft building, which consisted of a library, community center, and Ludovici Park. The construction consisted of a new two story building with the library, a built-in amphitheater on the first level and a community center on the second level. The scope of work included new underground water, fire, sewer and drainage utilities, cast in place concrete, pre-cast concrete joists, masonry, wood trusses, standing seam metal roofing, storefront windows, elevator, HVAC system, fire alarm system, new asphalt parking lot, striping, signage, landscaping and irrigation system.

Staff Assigned to this Project:
Alberto G. Ribas, P.E. - Project Manager

Location:
Palmetto Bay, Florida

Project Architect:
Wolfberg Alvarez & Partners
Rafael Labrada
Tel: 305-666-5474
Fax: 305-669-9875
rlabrada@wolfbergalvarez.com

Relevant Project Information:
- Construction Management at Risk
- Fast Track Project

Preventing Conflicts

General Approach

Miami-Dade College Burn Building Training Facility

A² Group, Inc. provided construction management at risk services for the construction of the Burn Building Training Facility, which is located at the North Campus of Miami-Dade College. The facility is composed of a two (2) story Fire Science Burn Lab that offers live fire training opportunities to new and veteran fire fighters. The 2,000 sq ft structure provides Class A and high tech LPG simulators with smoke capability.

Conflicts/Potential Conflicts

A good example of our thorough design review prevented issues was the Burn Building Training Facility for Miami Dade College. We were able to point out electrical issues during pre-construction. This project required a significant amount of scaling down of the project due to budget restraints. After the footprint of the building had been reduced, we were given updated plans. One of our team members that has a degree in architecture was given the task to check the size, spacing, layout, and coordinates of the MEP drawings. He color coded the different CSI divisions using AutoCAD. Immediately, he was able to see that the electrical plans had not been updated. The boxes and wiring was several feet outside of the building. He e-mailed his findings to the designer and owner that day.

Conflict Strategy

Our firm has avoided major conflicts on all of our projects. We contribute this fact to our staff's experience in the construction methodology, document control, management, scheduling, monitoring, claims avoidance & analysis, and partnering. Conflict avoidance is a common element in all of our construction projects, from the pre-construction phase through the construction phase. Our proposed team is pro-active in our approach to construction management by monitoring all phases of construction through the use of project scheduling to prevent conflicts from occurring. As part of our Quality Control Program, we recognize potential conflicts ahead of time and take actions to prevent them from impacting the project.

Palmetto Bay Library

A² Group, Inc . provided Construction Management at Risk Services to the Village of Palmetto Bay for a new 11,000 sq ft building, which consisted of a library, community center, and Ludovici Park. The construction consisted of a new two story building with the library, a built-in amphitheater on the first level and a community center on the second level. The scope of work included new underground water, fire, sewer and drainage utilities, cast in place concrete, pre-cast concrete joists, masonry, wood trusses, standing seam metal roofing, storefront windows, elevator, HVAC system, fire alarm system, new asphalt parking lot, striping, signage, landscaping and irrigation system.

This project included multiple funding agencies which were also end users (Miami-Dade Library Department and Village of Palmetto Bay). A² avoided potential conflicts by establishing joint meeting with all end users and the entire design team during the pre-construction process. This was necessary due to the limited project funding, individual needs of each user and the independent access restrictions to the library and community center. As a direct result of strong partnering commitment by A² and after six iterations of estimating and value engineering during the pre-construction services, the design reached a 90% stage that met the needs and requirement of all parties. A GMP was successfully established for the project at the completion of 100% design and construction documents.

Teaming

Communicating and Working with Designers

Teaming with Designers

A² is an engineering, landscape architecture, and construction management firm. This allows us a unique ability to communicate with design firms. We understand the design aspects as well as the construction.

Communication

Construction projects require effective communication to and from all parties, with all types of available and current technologies. Extended communication responses and/or delayed submittals from the scheduled dates are typical problems that can adversely affect a project with delay. Verification of receipt and/or shipments is also one of the main points of contention when project issues are experienced. The establishment of uniform communication protocols along with the clear obligations of all parties can significantly reduce communication issues that can so often plague a project.

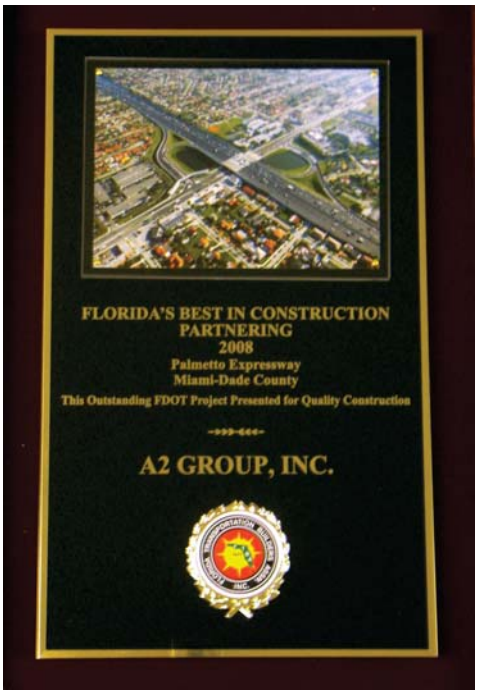
We will utilize effective control procedures to assure conformity with the construction contract. Beginning with proactive partnering communication with the subcontractors, A² will establish responsible lines of authority for quick decision making. Subcontractors are not always familiar with the specification details, which is why we require that all of our team members understand all aspects of the project, from the plans and specs to the phasing and schedules. Our project manager will coordinate the inspections in an efficient manor, with minimal impact to the project.

A²'s team takes a proactive approach to all of our projects.

A²'s Project Manager will be responsible for all project related communications with the client and the subcontractors. Based on extensive administrative and construction experience, the PM will make timely, concise, and fully communicated decisions during the execution of the construction contract. We use established methods of partnering, and invite all responsible parties associated with the project to an orientation to familiarize them with procedures, events, and lines of communication prior to construction. Like our other Construction Management at Risk projects, we hold a meeting with all the subcontractors. This approach clears misunderstandings, reduces delays, and assures the correct intent of the plans is carried out.

Teaming Award

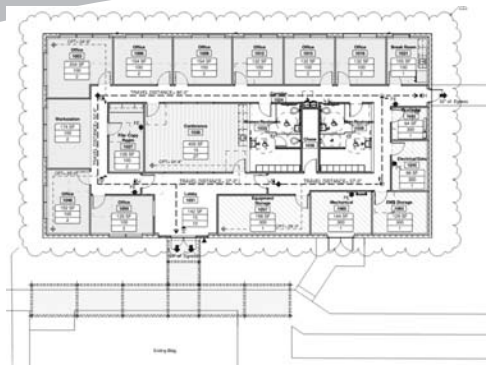
A² provided CEI services (similar to Construction Management) for the SR-826 Coral Way (24th St.) & SW 8th Street Interchanges in Miami, FL. The Florida Transportation Builders Association selected this $87 million project for a Partnering Award. We were presented with the plaque that is pictured below.



7 Capabilities

Capabilities

Experience on ARFF Training Facilities



Airport Fire Facility Experience

- Greater Orlando Aviation Authority (GOAA) Continuing Program Management and Project Management Services Contract. Task Work Orders (TWOs) are assigned on projects for the Orlando International Airport and the Orlando Executive Airport. One of the projects that A² is managing is the V-467 Centerfield ARFF Administration Building. Construction: $2 million.

  Proposed Staff Involved: Alberto G. Ribas, P.E. and Michelle Morgan

- Northside Fire Station at Miami International Airport (MIA). The Northside Fire Station was delivered as a Design-Build project and encompassed the design of a new 24,490 square-foot fire station at Miami International Airport. As the lead architectural designers for the fire station, C3TS worked hand in hand with the contractor, MCM Corp. in order to deliver a successful project to the Miami-Dade Aviation Department. The facility has four double bays, apparatus area, dormitories, kitchen, dining and recreational areas, locker rooms, simulator room and two stories of offices. The fire station serves both the airside and non-airside portions of the airport along the new East/West runway at Miami International Airport. Construction: $3.9 million.

  Proposed Staff Involved: Alberto G. Ribas, P.E.

Burn Building Training Facility Experience

- Miami-Dade College CM at Risk Contracts. Work orders were issued including the *Burn Building Training Facility:* The facility is composed of a two (2) story Fire Science Burn Lab that offers live fire training opportunities to new and veteran fire fighters. The 2,000 sq ft structure provides Class A and high tech liquefied petroleum gas (LPG) simulators with smoke capability. This project was completed three weeks ahead of schedule. A² was responsible for the permitting on this project. Construction: $1,495,000

  Proposed Staff Involved: Alberto G. Ribas, P.E. and A.J. Ribas

Capabilities

Minimizing Cost, CPM Software, and Cost Analysis

Pre-Construction Services with a Focus on Cost Control Methods

The keys to cost control include identifying potential issues and frequently updating the record keeping, which is *Primavera* for us. We cannot stress the importance of planning during pre-construction enough. The plans will be reviewed by our employees who are certified as professional engineers, construction managers, landscape architects, general contractors, and underground utility contractors. They have extensive experience with designs and construction, which makes their input and planning invaluable. They understand the scope, the designs, and construction methods.

With our team's expertise, we are able to identify many aspects that other firms often overlook. Identifying and preparing always makes a project run more smoothly in terms of cost controls, quality and scheduling. Our knowledge and findings are clearly communicated with the owner, designers, and potential subcontractors.

Guaranteed Maximum Price (GMP)

Establishing the Guaranteed Maximum Price (GMP) is an essential part of Construction Management At Risk Projects. There are many considerations that affect the GMP including the time line, location, market trends, etc. The constructability review allows our engineers and construction managers to become very familiar with the design. While conducting the constructibility review, we will come up with ideas and points that will assist us in establishing the GMP.

We begin the GMP process with a strong estimate. Next, all construction costs are tallied along with our fees to complete the project. Once that has been determined, we come up with the CM allowance which is typically between two to five percent depending on the conditions of the project. We also add 10% for the owner's contingency if the client is interested. When the money for the contingency is not used for changes, many clients decide to add upgrades to the project. The final factor is the one percent fee to cover the cost of the bonds.

Cost Analysis and Control

During construction, accurate record keeping is an essential tool. Our Project Controls Specialist inputs all financial transactions in order to provide precise reports for the Project Manager and Project Director. These reports give them a clear indication of the progress and possible problems on the project. Measures can quickly be taken to correct any deviations as well as detect possible areas for cost savings.

Critical Path Method of Scheduling

The schedule is calculated with the use of a CPM scheduling program (*Primavera P6*) and a 7 day per week calendar is assigned to a global activity (hammock activity) that simulates and is equivalent to the total project duration. The incorporation of the submittal requirements into the schedule is vital. These activities may affect the critical path and thus affect the project duration. Also, A^2 uses a “what-if” analysis after the project activities and their durations are determined.

More detailed descriptions of our Cost Control Methods and Scheduling Methods have been included in section 4 of this proposal.

Capabilities

Permitting in Charlotte County

Obtaining permits through local authorities can result in a lengthy process for review and approval of the plans prior to commencement of a construction project. Selecting a firm that has experience working on projects in and for Charlotte County will be a benefit on this project.

Our proposed team secured permits on the following projects for Charlotte County:

1. Firing Range for the Sheriff's Office
2. Sheriff's Office Support Building
3. South County and Carmalita Park Restrooms
4. Beach Parking Lot, Lighting, and Stormwater Improvements Project
5. Parade Circle Pathway Extension

A^2 Group, Inc. (A^2) has worked with various governmental agencies on the Federal, State, and County level. Agencies include but not limited to Veteran's Affairs, FDOT, Charlotte County, and the City of Venice. Our proposed team members have the experience and are prepared to work with the permitting agency on this project. A^2 is committed to working with Charlotte County and the local permitting agency on completing a successful project.

8 Volume of Work

8 Volume of Work

Volume of Work

Charlotte County Projects

A^2 Group, Inc. has had a few contracts with Charlotte County over the last few years including:

- Parade Circle Pathway Extension
- Firing Range
- Carmalita Park and South County Regional Park
- Beach Parking Lot, Lighting, and Stormwater Improvements

The payments we have received over the last 24 month have been in excess of $500,000.

9 Litigation & MBE

Claims Information

Litigation Statement/Avoiding Conflicts

Our firm has avoided major conflicts on all our projects to this date. We contribute this fact to our staff's experience in the construction, methodology, management, scheduling, claim avoidance, analysis & resolution, and partnering. Conflict avoidance is a common element in all our construction projects. A^2 applies a proactive approach to construction management by monitoring all phases of construction and looking forward in the projects schedule to prevent conflicts ahead of time. Preventive measures will minimize impacts to the project.

Problems that lead to claims often can be minimized by actions taken in the design and preconstruction phases. This is particularly true of design errors, utility conflicts, unknown site conditions, and other common types of disputes encountered by public agencies. Through quality control and assurances procedures, many common causes of disputes can be addressed even before construction contracts are awarded.

Our past experience working in and for the construction industry has given A^2 the knowledge to enable project owners and agencies to minimize problems that generate disputes. The goal on all our projects is to provide the owner with a finished product of the highest quality at the lowest cost.

To minimize the disputes, we must focus our efforts on the following five practices and procedures:

1. Constructability effort
2. Design reviews
3. Value engineering
4. Thorough evaluation of geotechnical data
5. Project management procedures initiated in preconstruction phases and implemented during construction

During the construction phase, A^2's project management is a professional approach to construction that has emerged in the industry during the last two decades.

We have never initiated or been a party to a lawsuit from a client, subconsultant, supplier or subcontractor pertaining to A^2 services. In addition, we have not lost an account, had an account canceled nor been denied a contract. There are no sanctions on A^2 from regulatory or license agencies.

MBE Certification

State of Florida

State of Florida

Minority Business Certification

A2 Group, Inc.

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

08/29/2017 to 08/29/2019

Erin Rock, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

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

10 Forms

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1. Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
Alberto G. Ribas, P.E, LA - Project Director	37	Port Charlotte	Orlando	Orlando
AJ Ribas - Project Manager	17	Port Charlotte	Port Charlotte	Port Charlotte
David Lane - Superintendent	40	Port Charlotte	Port Charlotte	Punta Gorda
Rafael Abela - Superintendent	22	Port Charlotte	Port Charlotte	Venice
Jose Mazon Martinez - Foreman	6	Port Charlotte	Port Charlotte	Port Charlotte
Michelle Morgan - Project Controls	19	Orlando	Orlando	Orlando

2.	Magnitude of Company Operations	
	A) Total professional services fees received within last 12 months:	$ 4.3 million
	B) Number of similar projects started within last 12 months:	one
	C) Largest single project to date:	$ 11,330,179

3.	Magnitude of Charlotte County Projects	
	A) Number of current or scheduled County Projects	3
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).	$ 2,987,098.51

4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided
	Banks Engineering	Port Charlotte	2-5%	Surveying

5. Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also, include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.

	Firm None	Address
	Phone #	Contact Name
	Start Date	Ending Date
	Project Name/Description	

NAME OF FIRM A² Group, Inc.

(This form must be completed and returned)

6. Minority Business:	**Yes** ✓ **No** ____
The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.	
Comments or Additional Information:	
A² is certified as a MBE. A copy of our certification is provided in section 9.	

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 4/5/19 Addendum No.____ Dated____ Addendum No.____ Dated____

Addendum No.____ Dated____ Addendum No.____ Dated____ Addendum No.____ Dated____

Type of Organization (please check one):

INDIVIDUAL	(_)
PARTNERSHIP	(_)
CORPORATION	(✓)
JOINT VENTURE	(_)

A² Group, Inc.
Firm Name

941-206-2288 x1040
Telephone

407-447-5659
Fax

Fictitious or d/b/a Name

650469324
Federal Employer Identification Number (FEIN)

12915 SW 132nd Street, Ste 5
Home Office Address

Miami, Florida 33816
City, State, Zip

25
Number of Years in Business

18245 Paulson Drive, Ste 111, Port Charlotte, Florida 33954
Address: Office Servicing Charlotte County, other than above

A.J. Ribas/Vice President
Name/Title of your Charlotte County Rep.

941-206-2288 x1040
Telephone

407-447-5659
Fax

A.J. Ribas/Vice President
Name/Title of Individual Binding Firm (Please Print)

Signature of Individual Binding Firm

April 5, 2019
Date

ribasaj@a2group.com
Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that A² Group, Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

A.J. Ribas
Proposer's Signature

April 5, 2019
Date

END OF PART IV

(This form must be completed & returned)

FY2019 Capital Improvements Budget / FY 2019 - FY 2024 Project Detail — **Project No. g261902**

GENERAL PROJECT DATA:		Status	Existing
Project Title:	Airport Rescue & Fire Fighting Training Prop Ph1		
Functional Area:	Public Safety		
Department:	Fire Rescue		
Location:	South County		

CONCURRENCY REQUIREMENTS	(Y/N)
Does project add new capacity?	Yes/No
Is project required to maintain level of service:	
- Within 5 years? List project in CIE	Yes/No
- From 6 to 10 years? Monitor Annually	Yes/No

PROJECT NEED CRITERIA	
Safety	X
Mandate	
Replace	
Growth	

PROJECT SCHEDULE	FY19 (1 2 3 4)	FY20 (1 2 3 4)	FY21 (1 2 3 4)	FY22 (1 2 3 4)	FY23 (1 2 3 4)	FY24 (1 2 3 4)
Desgn/Arch						
Land/ROW						
Construct						
Equipment						

PROJECT DESCRIPTION:

Phase 1 of the project may include the following:

- o update to the Fire Rescue department's site master plan for training site at the Public Safety complex on Airport Road
- o perform necessary site work to accommodate all ARFF props for present and future use
- o acquisition of at least one ARFF prop for annual training purposes

Future phases will be planned when funding becomes available.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

BCC amended the budget to accept the award 4/24/18.
The project is to provide Aircraft Rescue Fire Fighter training within Charlotte County. Training is required once per year for fighting fires on an aircraft with props, such as an engine or brake fire.
Training on fuselage fires are required every three years.
The facility will provide training in lieu of a mobile facility or traveling to other counties to meet the training requirements.

ARFF Grant funding period is July 1, 2018 and June 30, 2019.

OPERATING BUDGET IMPACT:

	Prior Actual	Est FY18	(1) Orig. FY19	(2) Est c/o to FY19	(3) New $ FY19	FY19	FY20	FY21	FY22	FY23	FY24	FUTURE	Total
			Calc. for FY19										
EXPENDITURE PLAN (000'S)													
Design/Arch/Eng													
Land (or ROW)													
Construction				1,500		1,500							1,500
Internal Costs													
Equipment													
Interest													
Other Fees & Costs													
Total Project Cost				1,500		1,500							1,500
FUNDING PLAN (000'S)													
Grants				1,500		1,500							1,500
Fire Assessments													
Total Funding				1,500		1,500							1,500
LOAN REPAYMENT SCHEDULE (000'S)													
Total Loan Repayment													
OPERATING BUDGET IMPACT (000'S)													
Personal Svc.													
Non-personal													
Capital													
Total Operating													

CHARLOTTE COUNTY BOARD OF COMMISSIONERS
RFP 2019000311
CONSTRUCTION MANAGER AT RISK, ARFF TRAINING SIMULATOR FACILITY
TABULATION SHEET

	Cat I		Cat II		Cat III		Cat IV		Cat V		Cat VI		Cat VII		Cat VIII		Cat IX		TOTAL
	Wt.	9	Wt.	9	Wt.	20	Wt.	10	Wt.	15	Wt.	20	Wt.	15	Wt.	1	Wt	1	100.0
	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	500.0
A2 Group, Inc. **	3.8	34.2	3.6	32.4	3.8	76.0	3.6	36.0	3.7	55.5	3.3	66.0	3.5	52.5	0.0	0.0	5.0	5.0	357.6
Gulfpoint Construction	3.3	29.7	3.5	31.5	2.5	50.0	3.3	33.0	3.1	46.5	2.6	52.0	2.5	37.5	5.0	5.0	5.0	5.0	290.2
Halfacre Construction	4.5	40.5	4.0	36.0	4.0	80.0	4.1	41.0	4.2	63.0	4.1	82.0	4.1	61.5	0.0	0.0	5.0	5.0	409.0
Wharton-Smith, Inc.	4.8	43.2	4.6	41.4	4.5	90.0	4.5	45.0	4.8	72.0	4.5	90.0	4.6	69.0	0.0	0.0	4.3	4.3	454.9

**Denotes Minority Business (Consultant and/or Subconsultant)

Categories (Value):

I. Team Proposed (1 - 5)
II. Management Plan (1 - 5)
III. Previous Experience of Proposed Team (1 - 5)
IV. Project Control (1 - 5)
V. Design Philosophy & Approach (1 - 5)
VI. Recently Accomplished Similar Projects (1 - 5)
VII. Experience & Capabilities (1 - 5)
VIII. Volume of Work (0 - 5)
IX. Litigation Involvement (1 - 5)

MEMBER SIGNATURE: _____
Gary Burdahl, Facilities Construction & Maint.

MEMBER SIGNATURE: _____
Ben Bailey, Community Development

MEMBER SIGNATURE: _____
Chief Larry Lippel, Public Safety

Date: April 26, 2019

Total Possible Points: 500

FIRMS SUBMITTING PROPOSALS FOR RFP 2019000311
CONSTRUCTION MANAGER AT RISK, ARFF TRAINING SIMULATOR FACILITY

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Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 5.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Change Order #1 to Work order #18, File #16-431, Sandhill Boulevard Improvements - Phase I, with Kisinger Campo & Associates Corp. of Fort Myers, Florida in the amount of $3,584 for a revised cost of $199,968.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in CIP project, "Sandhill Blvd Widening," as approved in the FY19 budget process. Funding is supplied from Capital Gas Taxes, reimbursed from impact fees.

Financial Impact Summary Statement
Funding is supplied from Capital Gas Taxes, reimbursed from impact fees.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This project was approved by the Board on April 25, 2017. It's for a professional engineering/consulting firm to provide all work and tasks necessary to produce construction ready plans to design and permit (if needed) to add turn lanes on Sandhill Boulevard at the intersection of Capricorn Boulevard and Deep Creek Boulevard, reconfiguaration of Sandhill Blvd. approach at the intersection of Kings Hwy and the softening of the 90 degree curve on Sandhill Blvd.
Inadvertantly post design services were not included in the original scope of services. This change would add post design services in the amount of $3,584.

ATTACHMENTS:

File Name	Description	Upload Date	Type
2019-04-18_Sandhill_Post_Design_Scope.pdf	Change Order 1 Scope and Fee	4/23/2019	Backup Material
16-431_Fee_and_Schedule.pdf	Original Scope and Fee	4/23/2019	Backup Material
c410914_Sandhill_Blvd_Widen.pdf	Sandhill Blvd Widening CIP	4/23/2019	Backup Material

TASK S1-1 POST DESIGN SERVICES

S1-1.1 Respond to RFI's: Respond to Requests for Information (RFI) from the Contractor. CONSULTANT shall respond to RFI's within three (3) days of receipt.

S1-1.2 Shop Drawing Review: Review and approve or take other appropriate action in respect to shop drawings and samples, and other data which the CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. CONSULTANT shall respond to Shop Drawings within ten (10) days of receipt.

S1-1.3 Interpretations and Clarifications: CONSULTANT shall provide interpretations and clarifications on the intent of the plans and contract documents to the Contractor and COUNTY Project Manager as necessary during construction. CONSULTANT shall evaluate and determine the acceptability of substitute or "or equal" materials, equipment, layout, dimensions, and elevations proposed by Contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities. CONSULTANT shall respond to requests for interpretations and clarifications within three (3) days of receipt.

S1-1.4 Record Drawings & Certification : The CONSULTANT will not be responsible for obtaining the as-built (Record Drawing) information. The tasks below are based on the certified Record Drawings being provided by the Contractor. CONSULTANT shall review the contractors signed and sealed Record Drawings reflecting the actual project construction for compliance with the Construction Documents and applicable regulatory agency standards and either approve said Record Drawings or provide the COUNTY with a list of deficiencies for correction by the Contractor. The COUNTY will review any deficiencies and request the Contractor make corrections to items that do not meet the required criteria within acceptable tolerances and prepare updated Record Drawings for review and approval by the CONSULTANT. Based on the record drawings, and other documentation pertinent to the project, CONSULTANT shall prepare and submit to the SWFWMD and COUNTY, the certificates of completion of construction.

S1-1.5 Limitations: Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

S1-1.6 Exclusions: CONSULTANT is not required to attend the Pre-Construction meeting or construction progress meetings. Field reviews, field observations or field meetings are not included in this scope of services.

Task S1-1 Deliverables: Reviewed Shop Drawings, Record Drawings and Certification of Construction Completion Forms

Kisinger Campo & Associates
Sandhill Boulevard Improvements - Phase I
Charlotte County Project No. 16-431

POST DESIGN
ESTIMATE OF WORK EFFORT
4/18/2019

	Project Manager	Chief Engineer	Senior Engr	Project Engr	Engr	Engr Intern	Tech	Clerical	Total
Hourly Rate	$200	$192	$185	$145	$111	$99	$84	$73	
POST DESIGN									
Pre-Construction Meeting									0
Interpretations and Clarifications				4					4
RFI's				4	6				10
Construction Meetings/Observations									0
Review Shop Drawings				2	4				6
Review Change Orders									0
Final Walk Through									0
Record Drawing Review & WMD Certification				4	4				8
TOTAL POST DESIGN HOURS	**0**	**0**	**0**	**14**	**14**	**0**	**0**	**0**	**28**
TOTAL POST DESIGN COST	**$0**	**$0**	**$0**	**$2,030**	**$1,554**	**$0**	**$0**	**$0**	**$3,584**

KCA | KISINGER CAMPO & ASSOCIATES

March 31, 2017

Venkat Vattikuti, P.E., PTOE
County Transportation Engineer
Charlotte County Public Works
7000 Florida Street
Punta Gorda, FL 33950

Re: Sandhill Blvd Improvements - Phase I
Charlotte County File Number 16-431
Fee Proposal

Dear Venkat:

Kisinger Campo & Associates Corp. (KCA) is pleased to submit the enclosed fee proposal for engineering services for the Sandhill Boulevard project. The revised fee proposal reflects the scope revisions you identified in our previous correspondence. Included herein for your consideration:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Summary
3. Exhibit C – Project Schedule
4. Preliminary Concept Drawings
5. Detailed Staffhour and Fee Estimate

The proposed fee with the design of the two additional turn lanes is $196,384. This does not include Post Design Services. If Post Design Services are desired at a later date, a change order or separate work order will need to be authorized and executed.

The design schedule is proposed at 187 days. We are aware that time is of the essence and we will do our best to improve the schedule. We just want to be realistic in our commitment.

We sincerely appreciate the opportunity of working with Charlotte County and please do not hesitate to contact me if you have any questions or need any additional information.

Respectfully Submitted,

Richard J. Arico, P.E.
Project Manager

EXHIBIT A

SCOPE OF SERVICES

KISINGER CAMPO & ASSOCIATES, CORP.

FOR

CHARLOTTE COUNTY PUBLIC WORKS

WORK ORDER #18 FILE #2016000431

SANDHILL BOULEVARD IMPROVEMENTS – PHASE I

SECTION I PROJECT DESCRIPTION AND LIMITS

The project will design and permit (if needed) additional turn lanes at the intersection of Sandhill Boulevard at Capricorn Boulevard and Sandhill Boulevard at Deep Creek Boulevard and the reconfiguration of Sandhill Boulevard approach at the intersection of Kings Highway. These improvements are to follow recommendations from the Kings Highway Congestion Management Study and the analysis included in the study.

The minor geometric and intersection improvements to Sandhill Boulevard from Deep Creek Boulevard to Kings Highway are generally described as follows:

1. Sandhill Boulevard at Kings Highway - extend westbound dual left-turn lanes to a length of 485 feet with a raised traffic separator
2. Sandhill Boulevard at Capricorn Boulevard – add an eastbound right-turn lane and a northbound left-turn lane only
3. Sandhill Boulevard at Deep Creek Boulevard – add an eastbound left-turn lane and a southbound right-turn lane only

ASSUMPTIONS:

1. The work at the intersections of Sandhill Boulevard with Capricorn and Deep Creek Boulevards will be confined to the existing rights-of-way at these locations, and will not result in impacts to protected species (particularly the Florida scrub jay) or their habitat, and will not require separate protected species permitting.
2. The reconfiguration of Sandhill Boulevard approaching the intersection with Kings Highway will be confined to the existing right-of-way.
3. No public involvement meetings are warranted for the project.
4. Any required sidewalk relocation will allow a minimum of 2-feet of grassed separation between the edge of pavement/curb and the sidewalk.
5. Post Design Services are not included in this scope of services.

SECTION II APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. FDOT Manual of Uniform Minimum Standards for Design, Construction, Maintenance

of Streets and Highways (Florida Greenbook) 2011 Edition.

2. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual.
3. AASHTO Roadside Design Guide.
4. FDOT Roadway Plans Preparation Manual (PPM). 2016 Edition.
5. FDOT Roadway Traffic and Design Standards. 2016 Edition.
6. FDOT Standard Specifications for Road and Bridge Construction. 2016 Edition.
7. FDOT Basis of Estimates Handbook, 2016 Edition.
8. FDOT Structures Manual, January 2016 Edition.
9. FDOT Soils and Foundations Handbook, 2016 Edition.
10. FDOT Drainage Manual, January 2017
11. MUTCD and FDOT Manual on Uniform Traffic Studies (MUTS).
12. Charlotte County Standards (lighting, signage, MOT, etc.). Note: Where standards are in conflict, COUNTY Standards shall govern.
13. Charlotte County Utilities (CCU) 2011 Design Compliance Standards dated November 2011.

SECTION III CONSULTANT TASKS AND DELIVERABLES SUMMARY

It is assumed all plans, including the various sub-disciplines, will be included in one plan set. For bidding purposes, quantities shall be sub-divided by discipline. For 50%, 90% and 100% plan submittal dates, the deliverables should include:

Two (2) sets of 11”x17” plans
One .pdf file of the plans
Other documents as specified in the deliverables for each task

At the Final Bidding stage, plans shall be submitted in hardcopy, two sets of each size (one copy 11”x17” signed and sealed per Florida Statute), one set .pdf file for each size, and the electronic drawing file in the format in which the files were produced. In addition, drawings shall be provided in an ESRI compatible format. The files in their native format shall be submitted to the COUNTY and shall include a complete package containing support files including, but not limited to:

Drawing files
External reference files
Font files
Aerial background files
Any other support files required to complete the drawing

Specific tasks and associated deliverables for each task are detailed below:

TASK 1 ADMINISTRATION AND MEETINGS

1.1 Project Administration: CONSULTANT shall provide management services necessary to effectively administer the project including: coordination of disciplines and sub-consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the COUNTY.

1.2 Quality Assurance Program: Services provided by CONSULTANT under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.3 Progress Meetings: Attendance of monthly project coordination meetings, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. It is anticipated that the design phase duration will be approximately 9 months. 4 meetings are anticipated for this task.

1.4 Stakeholder Meetings: Stakeholders shall include applicable Charlotte County Departments (CCU, MOT, Real Estate Services, Waste Management), USPS, Emergency Services, local HOA's, FWC and State Parks and other affected entities as necessary to solicit their involvement in the project. As part of the stakeholder coordination CONSULTANT shall endeavor to ascertain future development plans of adjacent parcels to determine future utility accommodations needed. Six meetings are anticipated for this task.

Task 1 Deliverables: Project Schedule and copies of Meeting Minutes.

TASK 2 LAND SURVEY

CONSULTANT shall obtain or perform surveys necessary to prepare a base map of the roadway corridor, within the project limits, utilizing the following tasks:

2.1 Control Survey: Horizontal and vertical control shall be established according to:

a) Establish right-of-way lines based on existing monumentation for recorded subdivisions, parcel boundaries, right-of-way maps, and public land survey corners found during a field survey.
b) Establish and reference horizontal and vertical control points within the project limits at intervals sufficient to be used during construction.
c) Horizontal control data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011), with ties to existing Charlotte County control monumentation.
d) Vertical control data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88), with vertical control loops tied to National Geodetic Survey Benchmarks.

2.2 Topographic Survey: CONSULTANT shall collect topographic data along the project route per the below requirements and along each side street to a distance of 200' for intersections (400' for Capricorn Boulevard). The topographic data (horizontal and vertical locations) shall include the following:

a) Location of visible above ground visible improvements and utilities. Data collection to extend approximately 25' beyond the existing right-of-way

b) Utility flagging as provided by Sunshine State One Call and CCU.
c) Cross-section data shall be collected at 50' intervals along the alignment and at major grade breaks. Cross-sections shall extend 25' outside the right-of-way on both sides.
d) Horizontal and vertical data of visible drainage facilities and structures within the right-of-way including type, size, invert, length, top, weir, crest, sump elevations, end treatments and extents of rip-rap
e) Obtain horizontal and vertical data of visible above ground utility facilities including height of existing overhead utility lines as needed in conflict areas.
f) Horizontal location of soil boring.

2.3 Underground Utility Locates: CONSULTANT shall perform Subsurface Utility Exploration (SUE) services to field locate underground utilities in an effort to identify conflicts or potential conflicts with existing and proposed utilities during project design and construction. The following shall apply:

a) Meet with COUNTY on site to perform the necessary procedures to set up the pothole excavations. CONSULTANT to notify Sunshine 811 and obtain necessary dig ticket information.
b) Provide necessary MOT for related work.
c) Excavate to uncover underground utilities at approximately twenty (20) locations designated within the project limits. The potholes will be six (6) feet deep. Excavations will be performed using air vacuum and water pressure excavation equipment that is non-destructive to existing facilities.
d) Mark the found excavated underground utilities with laths on existing ground. No test holes will be excavated in pavement or asphalt under this scope of work. Repair natural ground within the limits of original potholes.
e) Provide digital photographs of the uncovered utilities. Utility size and material will also be provided.

Task 2 Deliverables: Base Drawing – Topographic Survey and Utility Locates

TASK 3 GEOTECHNICAL SERVICES

CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project. Aerial photographs, U.S.G.S. maps and soil survey maps shall be reviewed. A report shall be prepared with recommendations and pertinent soils data, including the water table, and shall be submitted to the COUNTY.

3.1 Soil Borings and Laboratory Testing:

Roadway:

a) Soil auger borings shall be performed on 100-foot centers along the outside edge of the turn lanes. Auger borings will extend to a maximum of 5 feet below existing ground. All borings are to stop if rock is encountered. The seasonal high groundwater table (SHGWT) will be determined at each boring location.
b) One pavement core will be obtained from the existing pavement near each of the three intersections to determine asphalt thickness and road base type and thickness. Each

core location will be selected in a yellow hatched zone so no maintenance of traffic (MOT) is required.

General:

a) In areas where unsuitable material, such as muck, is found, probings will be taken to define the vertical and horizontal extent of the unsuitable material within the right-of-way. These borings shall be provided on a cost per test basis.
b) Soil samples will be tested to aid in soil classification and to determine the engineering properties of the soils at a frequency of 3 per mile per stratum. This includes obtaining samples of the existing soils for Limerock Bearing Ratio (LBR) to determine the soil support value and resilient modulus for pavement design (minimum of 3 samples per project). Corrosion series samples will be obtained on a frequency of one sample per stratum per 1500 feet of alignment where drainage pipe is planned.

3.2 Report: CONSULTANT shall prepare a report summarizing the findings and provide recommendations for roadway design along with environmental classifications. Existing groundwater level and estimated seasonal high/low groundwater elevations shall be included. CONSULTANT shall also provide soil survey sheet for the roadway plans and core boring sheets for inclusion in the structure plans.

Task 3 Deliverables: Geotechnical Report, Roadway Soil Survey Plan Sheet.

TASK 4 GENERAL DESIGN ANALYSIS

6.1 CONSULTANT shall perform general roadway and drainage analysis and design services in support of the roadway plan production. Such services may include, but are not limited to, evaluation of drainage impacts, roadside safety issues, driveway and access tie-ins, turn lane design analysis, conflicts with existing features and facilities and determination of the corresponding accommodations.

6.2 A Base Clearance Water Elevation Report is not required for this project and will not be included in this scope of service.

4.3 CONSULTANT shall perform a pavement analysis including evaluation of the existing pavement condition and determination of proposed pavement section in accordance with the FDOT Flexible Pavement Design Manual. CONSULTANT shall also evaluate deficient areas within the existing roadway to determine if and where remedial actions are necessary and provide recommendations to Charlotte County.

4.4 CONSULTANT shall prepare an opinion of probable cost (OPC) to be submitted to Charlotte County at the 50%, 90% and Final submittal stages. The OPC shall be based on calculated plan quantities and the best available unit cost data. Unit cost data may be taken from recent, local construction bids and/or the FDOT Unit Cost History.

Task 4 Deliverables: Roadway Design Documentation Report, Drainage Design Documentation Report, Pavement Design Report and Milestone Opinion's of Probable Cost

TASK 5 50% PLAN PREPARATION

5.1 Roadway: CONSULTANT shall prepare 50% roadway plans including those sheets typically included and to a level of completeness for a Phase II submittal per the FDOT Plans Preparation Manual (PPM). Generally, the plans shall consist of the key sheet, typical section sheet(s), plan and profile sheets, cross sections, roadway construction details, access management and signing and pavement marking plans. Traffic control shall only include the phasing concept. Detailed traffic control plans shall be required of the Contractor.

CONSULTANT shall accomplish the following activities:

- Identify existing right-of-way and other real property.
- Identify existing utility information on the plan and profile sheets utilizing SUE information including pipe size and material type.
- The horizontal and vertical alignments for the mainline and side streets are calculated.
- Meet with Charlotte County to determine acceptable turn lane and access modifications.
- Intersection geometry complete with radius return, control radius, and median nose design.
- Proposed storm water conveyances are shown along with existing drainage information and drainage concepts. A drainage map will not be required for this project. Drainage improvements shall be limited to the proposed project limits.

CONSULTANT shall incorporate "greenline" utility verification drawings provided by the various utility agencies. The CONSULTANT shall facilitate a utility coordination meeting with the utility agencies to discuss any potential conflicts and relocation efforts. These utility agencies will be provided 50% roadway plans and be requested to provide notification of any associated utility work in "Red, Green, Brown" (RGB) format to be incorporated into the utility adjustment plan sheets.

Task 5 Deliverables: 50% Plans of each component plan set.

TASK 6 UTILITY COORDINATION

CONSULTANT shall perform the following coordination with the public utilities; expressly Charlotte County Utility Department (CCUD) and Peace River Manasota Regional Water Supply Authority (PRMRWSA). Other private utilities (i.e. FPL, TECO Gas, Comcast, etc…) shall be notified via conceptual, 50% and 90% plan review stages. CONSULTANT scope shall be limited to coordination efforts/services only to determine conflicts (if any). No design efforts/services are included herein and if it is determined design services for CCUD or PRMRWSA are necessary, it shall be negotiated at that time. This task shall include services of the CONSULTANT to include:

- Development contact list of utilities affected within the project limits
- One (1) individual field meeting with affected utilities (if necessary)
- Collect and review as-built plans, data and request for future expansions from affected utilities
- One (1) joint utility coordination meeting
- Coordination of adjustments, relocation or removal of existing private utility facilities in conflict with the proposed public works project.
- Review and report to CONSULTANT team of utility markups, work schedules and agreements

- Utility coordination at plan review stages and follow-up
- Review of as-built and certification/close-out documents from the contractor

Design of any required utility adjustments, drafting services or utility relocation plan production is not included in this scope of services. Should utility design be warranted, it would be considered a supplemental design task.

Task 6 Deliverables: Reports and recommendations of the plan review stages.

TASK 7 PERMITTING

CONSULTANT shall prepare permit applications, data and drawings identified herein for submittal by the COUNTY to the identified permitting agencies. CONSULTANT shall address any RAI's that may be generated in the permitting review process. Anticipated permits for this project are listed herein.

The COUNTY understands that permitting is a regulatory function and as such the CONSULTANT can make no guarantees on the ultimate acceptability of the proposed improvements or for the timeliness of permit reviews. The COUNTY shall review the permit applications and be responsible for payment of applicable permit application fees and any associated mitigation costs.

7.1 Agency Pre-Submittal Meetings: CONSULTANT shall schedule and attend a single pre-submittal meeting with the Southwest Florida Water Management District (SWFWMD).

7.2 Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP): CONSULTANT shall prepare an ERP application package including Drainage Design report. Assumes SWFWMD ERP Minor Modification or General Permit or Exemption. Establishing wetland and surface water limits is not included in the scope services. Additionally, it is assumed that this SWFWMD permit application will also be reviewed by the FWC, and no specific species surveys will be required and no additional permit application preparation or permitting effort is needed.

7.3 US Army Corps of Engineer (USACE) Permit: An USACE permit is not anticipated to be required nor included in the scope. A USACE permit application will not be prepared.

Task 7 Deliverables: Completed application package for SWFWMD permit.

TASK 8 90% PLAN PREPARATION

Based on COUNTY review and acceptance of the 60% plans, CONSULTANT shall provide necessary design efforts and prepare 90% plans. The 90% plans shall be generated in general accordance with the FDOT PPM. The intent of the 90% plans is to finalize all major aspects of the design subject only to minor changes by the COUNTY or other regulatory agencies. Major revisions at this point shall be considered additional work.

Task 8 Deliverables: 90% Plans of each component plan set.

TASK 9 FINAL PLAN PREPARATION

Based on COUNTY review and acceptance of the 90% plans, CONSULTANT shall provide necessary design efforts and prepare 100% plans. The 100% plans shall be generated in general accordance with the FDOT PPM. The intent of the 100% plans is to provide a complete and final set of plans. Revisions after this point shall be considered additional work.

Task 9 Deliverables: Final Plans of each component plan set.

TASK 10 BID PACKAGE

10.1 Specifications: CONSULTANT shall provide a standard specifications package assembled in general accordance with the FDOT procedures and based upon the 2016 FDOT Roadway and Bridge Specifications and modified as requested by COUNTY to include Marshall Mix Asphalt and exclude certain Contractor Quality Control (CQC) requirements. Technical specifications shall be provided as needed and may consist of other standard specifications utilized by the COUNTY for items such as utilities, lighting and signing and marking. Utility specifications shall reference CCU Design Compliance Standards for all CCU work.

It is assumed the COUNTY shall provide standard "front end" documents including, but not limited to; general conditions, special conditions, special provisions, etc. CONSULTANT shall assist the COUNTY as necessary in modifying such documents to suit this project.

10.2 Bid Form: CONSULTANT shall prepare and provide a bid form summarizing all pay items and associated quantities.

10.3 Plans: CONSULTANT shall provide signed and sealed plans, in format and quantity as described herein, to be included in the bid set.

10.4 Permits: CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

10.5 Pre-Bid Meeting: CONSULTANT shall assist the COUNTY in preparing for and attend one pre-bid conference. CONSULTANT shall provide a brief summary of the project including design, construction and permitting issues, and be available to answer questions from the prospective bidders.

10.6 Coordination: CONSULTANT shall respond to various questions that arise during bidding and assist the COUNTY in preparation of any necessary addenda.

10.7 Bid Review: CONSULTANT shall review the apparent low bid for consistency and responsiveness, and provide input to the COUNTY as necessary to award the contract.

Task 10 Deliverables: Specifications Package in Word format, Bid Form in Excel format, signed and sealed Plans, Printed and Electronic Plans (as detailed on Page 2, Section III), copies of Permits and Addendum support documentation (if necessary).

Exhibit B

Sandhill Boulevard Improvements - Phase I

Project No. 16-431

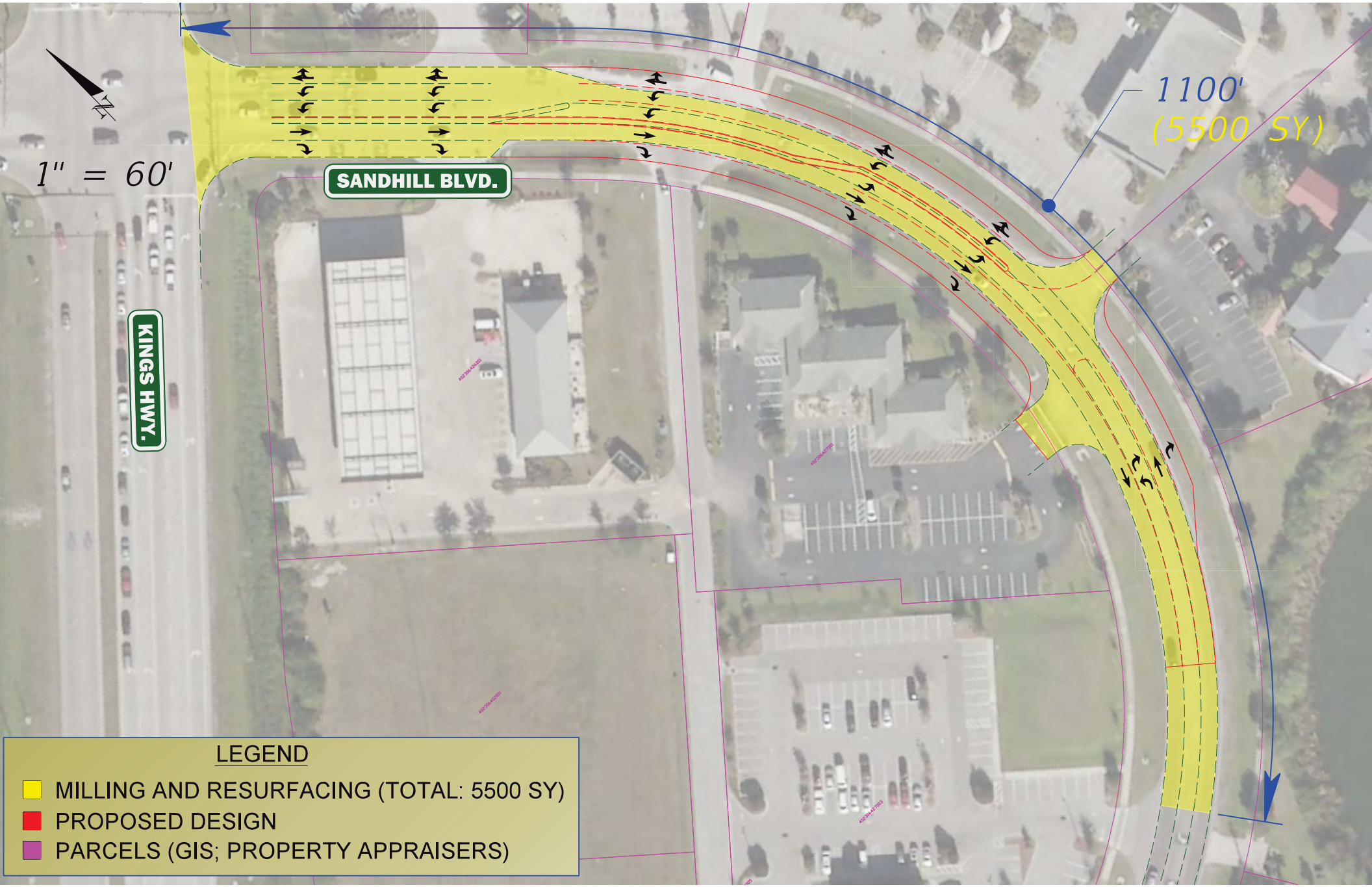
Task	Description	Fee Basis	Contract Amount
1	ADMIN & MEETINGS	LS	$14,107
2	LAND SURVEY AND SUE	LS	$34,210
3	GEOTECHNICAL SERVICES	NTE	$8,485
4	GENERAL DESIGN ANALYSIS	LS	$53,660
5	50% PLANS	LS	$33,246
6	UTILITY COORDINATION	LS	$5,130
7	PERMITTING	LS	$14,017
8	90% PLANS	LS	$17,772
9	FINAL PLANS	LS	$10,229
10	BID PACKAGE	NTE	$5,528
		TOTAL	$196,384

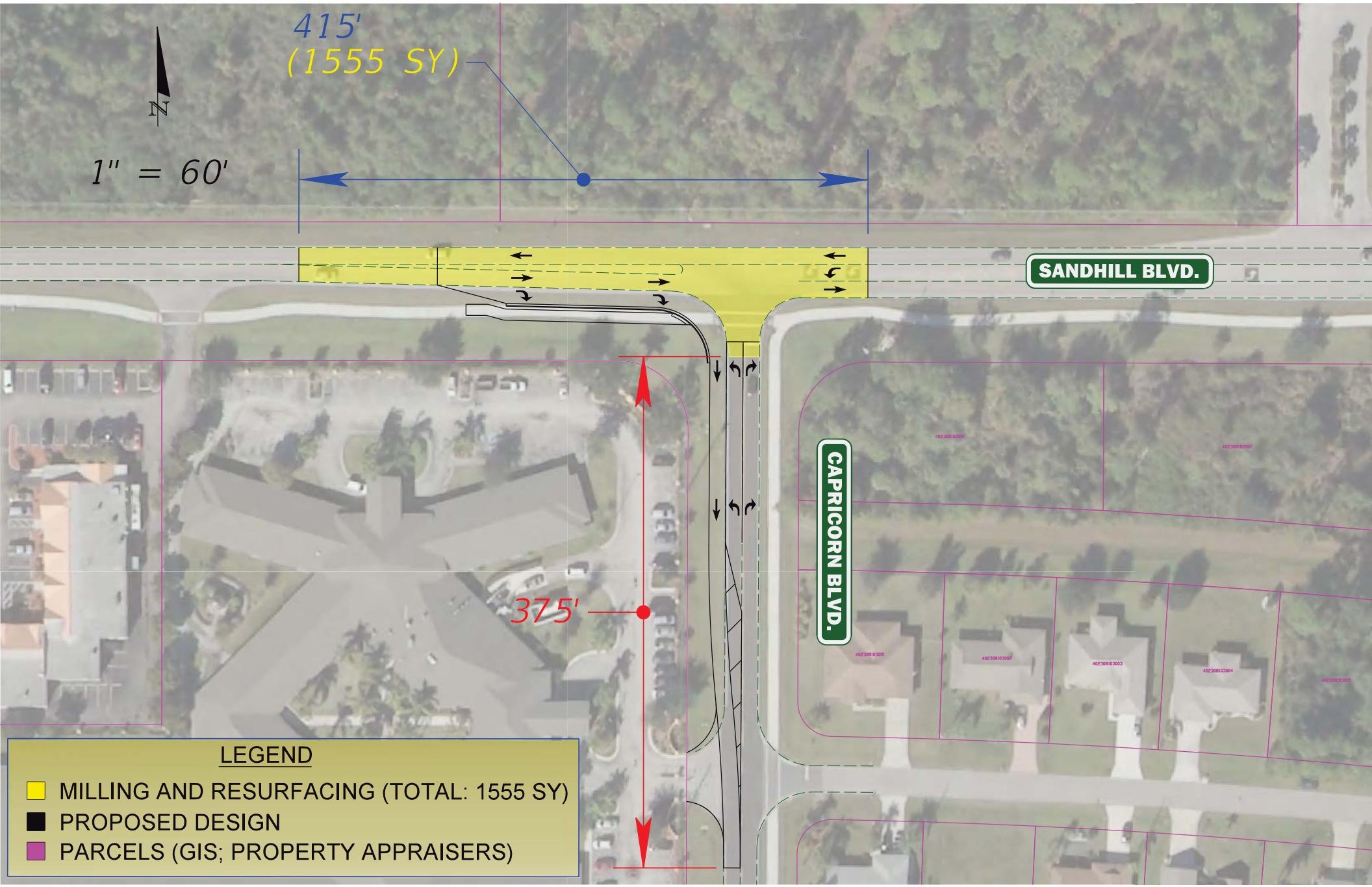
Exhibit C
Sandhill Boulevard Phase I - Project Schedule

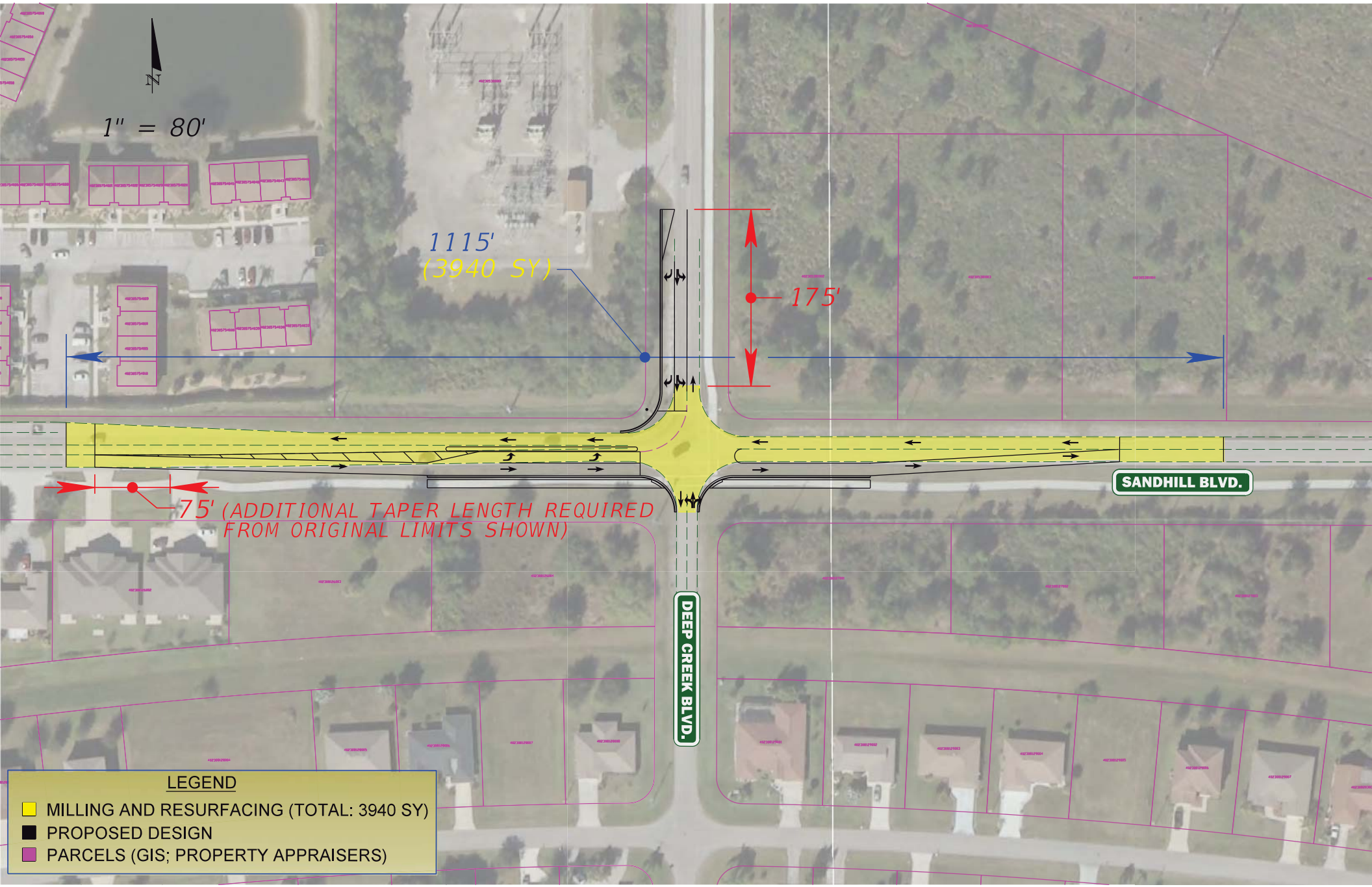
Kisinger Campo & Associates

March 2017

Task	Calendar Days	Cumulative Calendar Days
Notice to Proceed	-	-
50% Plans	70	70
County Review	10	80
Permitting - Submittal	7	87
SWFWMD Review	45	132
90% Plans	21	153
County Review	10	163
Final Plans	14	177
County Review	10	187
Design Complete	-	187
Bid Process	90	277


1" = 60'
SANDHILL BLVD.
KINGS HWY.
1100'
(5500 SY)
LEGEND
MILLING AND RESURFACING (TOTAL: 5500 SY)
PROPOSED DESIGN
PARCELS (GIS; PROPERTY APPRAISERS)


415'
(1555 SY)
N
1" = 60'
SANDHILL BLVD.
CAPRICORN BLVD.
375'
LEGEND
MILLING AND RESURFACING (TOTAL: 1555 SY)
PROPOSED DESIGN
PARCELS (GIS; PROPERTY APPRAISERS)


N
1" = 80'
1115'
(3940 SY)
175'
75' (ADDITIONAL TAPER LENGTH REQUIRED
FROM ORIGINAL LIMITS SHOWN)
SANDHILL BLVD.
DEEP CREEK BLVD.
LEGEND
MILLING AND RESURFACING (TOTAL: 3940 SY)
PROPOSED DESIGN
PARCELS (GIS; PROPERTY APPRAISERS)

FY2019 Capital Improvements Budget / FY 2019 - FY 2024 Project Detail — **Project No. c410914**

			1	20	21	22	2	2
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	Prior Actual	Est FY18	Orig. FY19	Calc. for FY19: Est c/o to FY19	Calc. for FY19: New $ FY19	FY19	FY20	FY21	FY22	FY23	FY24	FUTURE*	Total
	212	1 0			1 000	1 000							1 2
	1	2			1 000	1 0							1 100
				1 00		1 00		000					00
				2		2		00					80
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Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 6.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #19-295, Softball Dugout Renovations - Harold Avenue Park to the lowest responsive, responsible bidder, Boromei Construction, Inc. of Okeechobee, Florida for a total project cost of $240,286; and
b) Approve **Resolution and** budget adjustment BA19-029 in the amount of $240,286, to carryforward funding from Community Services 2018 Capital Maintenance Plan.
****Change, Updated wording, 5/9/19****

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
Approve budget adjustment BA19-029 in the amount of $240,286, amending the adopted Community Services 2019 Capital Maintenance Plan by carrying forward funding from the 2018 CMP. Funding is supplied from Capital Projects, ad valorem.

Financial Impact Summary Statement
Funding is supplied from Capital Projects, ad valorem.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is for the services of a Contractor for the demolition and new construction, including installation of sun-shades, dugouts, and electrical rooms at three (3) softball fields located at Harold Avenue Park. Work includes, but is not limited to, demolition, site preparation and cleanup, construction, installation of sun-shade structures, and fencing in accordance with the plans and specifications.

Therefore, recommend award to the lowest responsive, responsible bidder, Boromei Construction, Inc. of Okeechobee, FL for a total project cost of $240,286.

Completion time is 90 calendar days, with liquidated damages of $758 per calendar day.

ATTACHMENTS:

File Name	Description	Upload Date	Type
RESOLUTION.pdf	Resolution	5/2/2019	Backup Material
19295backup.pdf	Tabulation and bid backup	4/23/2019	Backup Material
BA19-029_Dugout_Renovation_Harold_Ave.pdf	BA19-029 Dugout Renov Harold Ave Park	4/29/2019	Budget Amendment
Community_Svcs_2019_Adopted_CMP.pdf	Community Svcs CMP 2019 Adopted	4/29/2019	Backup Material

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CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
SOFTBALL DUGOUT RENOVATIONS - HAROLD AVENUE PARK
BID NO. 2019000295

DUE DATE: APRIL 3, 2018 **DEPT: COMM. SERV.**

Company Names ►	**Boromei Construction**	**RD Johnson Construction Inc.**	**A2 Group**	**Compass Construction**		
Location ►	**Okeechobee, FL**	**Fort Myers, FL**	**Port Charlotte, FL**	**Cape Coral, FL**		
Description ▼						
Softball Dugout Renovations - Harold Avenue Park	[illegible]2[illegible]0[illegible]28[illegible]00	[illegible]2[illegible]81[illegible]00	[illegible]2[illegible]0[illegible]000[illegible]00	[illegible]2[illegible]2[illegible]00		
Notice Needed Prior to Commencement:	20[illegible]d[illegible]r[illegible]d[illegible]	[illegible]0[illegible]d[illegible]r[illegible]d[illegible]	[illegible]0[illegible]d[illegible]r[illegible]d[illegible]	10[illegible]d[illegible]r[illegible]d[illegible]		
No Bids:						
[illegible]r[illegible]						
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BID FORM
SOFTBALL DUGOUT RENOVATIONS – HAROLD AVENUE PARK
BID NO. 2019000295

ORIGINAL

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

SOFTBALL DUGOUT RENOVATIONS – HAROLD AVENUE PARK

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

Two hundred forty thousand two hundred eighty six dollars $ 240,286.00
(TYPE/PRINT) **(NUMERIC)**

Notice Needed Prior to Commencement: 20 **calendar days.**

Completion Time: 90 calendar days.

Liquidated Damages $758.00 per calendar day.

Please indicate by (√) that you have included the following documentation with your bid:

(X) **References**
(X) **License Requirement: Certified Building, Registered Building, Certified General, or Registered General.**
(X) **Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)**

Local Business Status: If Bidder affirms that it is a local business as defined in IB-28 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 192954. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Boromei Construction, Inc
(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within fourteen (14) calendar days after notification of award to the Purchasing Division. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

Enclosed is a cashier's check, or bid bond in the amount of $12,014.30, which is not less than 5% of the total bid price, as guarantee that the undersigned will enter into a Contract for the work/material as required in this Bid Document. **Note: Failure to submit a 5% bid bond will be cause for rejection of bid.**

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 4.2.19 Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: Boromei Construction, Inc (BCI) (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of BCI and persons employed or utilized by BCI in the performance of this contract BCI (name) agrees that the first ten dollars ($10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____ **Partnership** _____ **Corporation** X

Name of Bidding Firm Boromei Construction, Inc

Mailing Address 420B NW 3rd St., Okeechobee, FL 34972

Location Address 420B NW 3rd St., Okeechobee, FL 34972

City & State Okeechobee, FL **ZIP** 34972

Telephone: 863.467.0831 **Fax Number:** 863.763.6337 **E-mail:** danny@boromeiconstruction.com

Signature of person authorized to bind the Company: Danny Boromei

Print Name/Title of person authorized to bind the Company: Danny Boromei, President

Date: 4.2.2019

(This form to be returned)

N/A

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:
Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option):
Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of_____, 20____.

_____ _____
Notary Public Commission Expiration

(Affix Official Seal)
The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **SOFTBALL DUGOUT RENOVATIONS – HAROLD AVENUE PARK** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. N/A	1. N/A
2.	2.
3.	3.
4.	4.
5.	5.

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Boromei Construction (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature Gary Baumel

Dated 4.3.2019

Name of Bidder: Boromei Construction, Inc

(This form to be returned)

The below project references were completed by Danny Boromei as Vice President/Project Manager for Close Construction.

REFERENCES - SOFTBALL DUTOUT RENOVATIONS – HAROLD AVENUE PARK

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: Okeechobee County

Name of Contact Person: Donnie Oden Telephone # 863.763.0805

Address: 304 NW 2nd St.

City & State: Okeechobee, FL Zip Code: 34972

Project Description: Replacement of metal roof on score tower and (8) dugouts

Total Project Amount: $ 77,001.06 Completion Date: December 2018

2. Project Owner / Company: Martin County

Name of Contact Person: Jim LoPilato Telephone # 772.219.4926

Address: 2401 SE Monteray Rd.

City & State: Stuart, FL Zip Code: 34996

Project Description: Construction of a fabric shade structure over the existing tot lot

Total Project Amount: $ 113,961.00 Completion Date: October 2017

3. Project Owner / Company: Seminole Tribe of Florida

Name of Contact Person: Marla Osborne Telephone # 954.894.1060

Address: 6300 Stirling Road

City & State: Hollywood, FL Zip Code: 33024

Project Description: Construction of a vertical annex building to house redundant electrical equipment, installation of a canopy, installation of bollards, sidewalk and asphalt pavement

Total Project Amount: $ 680,944.92 Completion Date: January 2017

4. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: $ _____ Completion Date: _____

Name of Bidder: Boromei Construction, Inc.

(This page to be returned)

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

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.

Budget Adjustment

Adjustment #:	Dept.:	Fund #:	Fund Name:
BA19-029	□□□ □ □□□□□□□□r□□□□□	□001	□□□□□□□□r□□□□□□□□□□d

Revenues:

Project Title	Project Account Title	Project Account String	G/L Account Title	G/L Account String	Amount	Beginning Balance	Revised Amount
Community Svcs CMP	Ad Valorem	pm19001.100.111		no GL Impact	$ 240,286		$ 240,286
							$ -
							$ -
							$ -
							$ -
				Total All Revenues	$ 240,286		

Expenditures:

Project Title	Project Account Title	Project Account String	G/L Account Title	G/L Account String	Amount	Beginning Balance	Revised Amount
Community Svcs CMP	Buildings.Harold Ave	pm19001.p71.19022.n79	Impvts Other than Bldg	3001.794602.572.63.0001	$ 240,286	$ 7,185,611	$ 7,425,897
			Rsv - Contingency Gen	3001.999990.599.98.0001	$ (240,286)	$ 3,959,574	$ 3,719,288
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
				Total All Expenditures	$ -		

Justification:

Carryforward approved 2018 funding for the dugout renovation at Harold Ave into the FY19 Community Services CMP, and increase to award the bid. Original funded amount was $175,000.

Prepared by: LR Free

Approved by: _____

Note: If this is used for a CIP amendment, include a copy of the old CIP project sheet and the new CIP project sheet

Capital Maintenance Schedule Costs
Community Services

Task	2019	2020	2021	2022	2023	2024	Grand Total
Boat Ramps & Fishing Piers	50,000	125,000			75,000	75,000	325,000
Buildings	957,000	1,084,000	1,415,000	827,000	636,000	636,000	5,555,000
Court/Field Resurfacing	352,000	486,000	175,000	200,000	300,000	300,000	1,813,000
Electrical & Lighting	456,000	405,000	406,000	408,000	402,000	402,000	2,479,000
Environmental	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Parking & Stormwater	303,000	135,000	253,000	53,000	310,000	310,000	1,364,000
Parks Master Plan	675,000	1,050,000	1,250,000	1,525,000	1,750,000	1,750,000	8,000,000
Playgrounds	750,000	250,000	250,000	250,000	250,000	250,000	2,000,000
Pools & Splashpads	92,000	96,000	92,000	110,000	17,000	17,000	424,000
Small Equipment	228,000	214,000	9,000	210,000	64,000	64,000	789,000
Trails & Boardwalks	50,000	50,000	125,000	350,000	175,000	175,000	925,000
Grand Total	**4,013,000**	**3,995,000**	**4,075,000**	**4,033,000**	**4,079,000**	**4,079,000**	**24,274,000**

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 7.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Change Order #14 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walker's Service Inc. for additional landscape maintenance in the amount of $42,917.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in Road and Bridge Infrastructure and various MSBU's as approved in the FY19 budget process. Funding is supplied from gas taxes ($29,190), Greater Port Charlotte St/Dr ($3,717) MSBU, and Rotonda West St/Dr ($10,010) MSBU assessments.

Financial Impact Summary Statement
Funding is supplied from gas taxes ($29,190); Greater Port Charlotte St/Dr ($3,717) MSBU; and Rotonda West St/Dr ($10,010) MSBU assessments.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On September 13, 2016, the Board approved the award of this annual contract for the specialty mowing and landscape maintenance of roadway right-of-way (ROW), easements, drainage, facilities, medians, tree-scaped streets/sidewalks, and County-owned vacant lots throughout Charlotte County.
This Change Order is to add additional locations for annual maintenance to the remainder of the contract as follows:

- Piper Road extension
- Parade Circle Multiuse Pathway
- Sheehan Boulevard bridges
- Midway Boulevard bridges
- Gibralter Boulevard bridges
- Olean Boulevard bridges
- Peachland Boulevard bridges
- Elmira Boulevard bridges
- Conway Boulevard bridges
- Birchcrest Boulevard bridges
- Quasar Boulevard bridges

Therefore, recommend the approval of Change Order #14 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walkers Service Inc. of Bradenton, Florida in the amount of $42,917.

ATTACHMENTS:

File Name	Description	Upload Date	Type
16334co14backup.pdf	Requesting Change Order #14	4/23/2019	Backup Material
1633413_COappvd.pdf	Change Order #13	4/23/2019	Backup Material
1633412_CO.pdf	Change Order #12	4/23/2019	Backup Material
16334co11.pdf	Change Order #11	5/2/2018	Backup Material
16334CO10.pdf	Change Order #10	5/2/2018	Backup Material
16334CO9.pdf	Change Order #9	5/2/2018	Backup Material
16334CO8.pdf	Change Order #8	5/2/2018	Backup Material

16334CO7.pdf	Change Order #7	5/2/2018	Backup Material
16334CO6.pdf	Change Order #6	5/2/2018	Backup Material
16334CO5.pdf	Change Order #5	5/2/2018	Backup Material
16334CO4.pdf	Change Order #4	5/2/2018	Backup Material
16334CO3.pdf	Change Order #3	5/2/2018	Backup Material
16334CO2.pdf	Change Order #2	5/2/2018	Backup Material
16334CO1.pdf	Change Order #1	5/2/2018	Backup Material

CHANGE ORDER

Contract No 16-334 C/O No. 14

Title of Project: County-wide Landscape Maintenance Contract

Contractor: Walker's Services, Inc.

Originating Dept Maintenance and Operations

Account No.: 2018000588

Original Contract	$2,328,063.81
Previous Change Orders:	$96,261.86
This Change Order:	$42,917.00
Total:	$2,370,980.81

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
Add	1	Piper Rd	MO	$24,220.00
Add	1	Parade Circle	MO	$10,010.00
Add	1	Sheehan Blvd Bridges	MO	$1,106.00
Add	1	Midway Blvd Bridges	MO	$420.00
Add	1	Gibraltar Blvd Bridges	MO	$1,106.00
Add	1	Olean Blvd Bridges	MO	$1,680.00
Add	1	Peachland Blvd Bridges	MO	$1,610.00
Add	1	Elmira Blvd Bridges	MO	$420.00
Add	1	Conway Blvd Bridges	MO	$1,260.00
Add	1	Birchcrest Blvd Bridges	MO	$665.00
Add	1	Quasar Blvd Bridges	MO	$420.00

CHANGE ORDER TOTAL $42,917.00

CHANGE ORDER

(continued)

No. 14

General description of change (continued, if necessary): Add Piper Rd extension, Parade Circle Multiuse Pathway, and various bridges with and without sidewalks

Special Provisions: _____

Contract Extension: _____ Calendar Days

New Contract Completion Date : _____

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
12/5/2018	570

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
12	MONTHLY MOW ONLY MAINTENANCE- (monthly rate) New Section of Piper Road including 2 retention ponds- From US 17 to Henry St 38 cuts/year- mow full right of way; no bed care	3,460.00	41,520.00
12	MONTHLY MOW AND EDGE ONLY MAINTENANCE- (monthly rate) Parade Circle Multi Use Path- From Oakland Hill Rd to White Marsh Rd 38 cuts/year- DOES NOT includes weed whacking along and backside of fence	480.00	5,760.00
12	OPTION with weed whacking service along and backside of fence: Parade Circle Multi Use Path- From Oakland Hill Rd to White Marsh Rd 38 cuts/year- INCLUDES weed whacking along and backside of fence	950.00	11,400.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
12/5/2018	568

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	MONTHLY SIDEWALK MAINTENANCE- (monthly rate)		
12	Sheehan Blvd Bridges:	158.00	1,896.00
	Elkcam WW- both sides		
	Yale WW- both sides		
	MONTHLY MOW ONLY MAINTENANCE- (monthly rate)		
12	Peachland Blvd Bridges:	230.00	2,760.00
	Fordham WW- side with no sidewalks		
	Elkcam WW- side with no sidewalks		
	Havenhill WW- side with no sidewalks		
	Dorchester WW- side with no sidewalks		
	Morning Star WW- side with no sidewalks		
	Crestview WW- side with no sidewalks		
12	Midway Blvd Bridges:	60.00	720.00
	Spring Lake WW- N side		
12	Gibralter Dr Bridges:	158.00	1,896.00
	Fordham WW- both sides		
	Elkcam WW- both sides		
12	Elmira Blvd Bridges:	60.00	720.00
	Pompano WW- side with no sidewalks		
	Buffalo WW- side with no sidewalks		
12	Conway Blvd Bridges:	180.00	2,160.00
	Fordham WW- both sides		
	Niagra WW- both sides		
12	Birchecrest Blvd Brdiges:	95.00	1,140.00
	Elkcam WW- both sides		
12	Quasar Blvd Bridges:	60.00	720.00
	Fordham WW- side with no sidewalks		
	Niagra WW- side wth no sidewalks		
	CONTINUED ON NEXT PAGE		

Total

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
12/5/2018	568

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
12	Olean Blvd Bridges:✓ Elkcam WW- both sides Fordham WW- both sides Niagra WW- both sides	240.00	2,880.00

Total $14,892.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

R d M

Contract #	1	**Change Order #**	1
Original Contract:	2 01	**Original Contingency:**	100 8 8
Previous Change Orders:	2 2 808 8	**Previous Contingency Changes:**	8 8
This Change:	2 8 00	**New Contingency Balance:**	
Revised Contract Amount:	2 28 0 81	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:	12/ 1/2018	**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM
County Right of Way Landscape Maintenance - Annual

Contract #	16-334	**Change Order #**	13
Original Contract:	$2,015,976.95	**Original Contingency:**	$100,798.85
Previous Change Orders:	$272,808.86	**Previous Contingency Changes:**	$56,983.86
This Change:	$39,278.00	**New Contingency Balance:**	$4,536.99
Revised Contract Amount:	$2,328,063.81	**Original Contract Time:**	0 Calendar Days
Current Completion Date:	12/31/2018	**Previous Additional Time:**	0 Calendar Days

^^^

CHANGE ORDER

Contract No 16-334 C/O No. 13

Title of Project: County-wide Landscape Maintenance Contract

Contractor: Walker's Services, Inc.

Originating Dept Maintenance and Operations

Account No.: 2016000334

Original Contract $2,288,785.81

Previous Change Orders: $38,246.37

This Change Order: ~~$36,793.00~~ $39,278.00

Total: $2,325,578.81

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
Add RW	1	Rotonda Blvd West Landscape Maintenance	MO	~~$6,870.00~~ $9,355.00
Add RW	1	Rotonda West Sidewalk Maintenance	MO	2,520.00
Add RW	1	Rotonda Blvd East Medians and Sidewalks	MO	$7,615.00
Add RW	1	Rotonda Blvd North Medians and Sidewalks	MO	$11,115.00
Add GPC	1	Orlando Blvd Sidewalk Maintenance	LOT	$1,340.00
EE Add	1	Pinedale Drive Sidewalk Maintenance	LOT	$1,005.00
Add	1	Murdock Circle Damage	LOT	$3,180.00
Add	1	US 17 Median Damage	LOT	$3,148.00

CHANGE ORDER TOTAL ~~$36,793.00~~ $39,278.00

Continued on reverse side

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
7/26/2018	555

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	ROTONDA AREA (SERVICE LISTED INCLUDES IN FRONT OF ALL LOTS)		
	MONTHLY SIDEWALK MAINTENANCE- (Mow 5' back side of sidewalk on one side of road)		
12	Oakland Hills- Annapolis Ln to Parade Circle	140.00	1,680.00
12	Public Beach Rd- Mark Twain Ln to Parade Circle	140.00	1,680.00
12	Pinehurst Rd- Mariner Ln to Parade Circle	140.00	1,680.00
12	Broadmoor Rd- Broadmoor Ln to Parade Circle	140.00	1,680.00
12	Long Meadow Rd- Long Meadow Ln to Parade Circle	140.00	1,680.00
12	White Marsh Rd- White Marsh Ln to Parade Circle	140.00	1,680.00
	MEDIAN & SIDEWALK MAINTENANCE (Mow & Bedcare)- (Mow 5' on back side of sidewalk on one side of road)		
	ROTONDA BLVD WEST MEDIAN & SIDEWALK- Parade Circle to Boundary Blvd		
12	Monthly Landscape Maintenance (Mow/Bedcare)-	1,140.00	13,680.00
2	Fertilization	700.00	1,400.00
2	Mulch Top Dressing	1,710.00	3,420.00
1	Canopy Tree Pruning	900.00	900.00
1	Palm Tree Pruning	2,625.00	2,625.00
	ROTONDA BLVD NORTH MEDIAN & SIDEWALK- Parade Circle to Boundary Blvd		
12	Monthly Landscape Maintenance (Mow/Bedcare)-	1,140.00	13,680.00
2	Fertilization	980.00	1,960.00
2	Mulch Top Dressing	1,710.00	3,420.00
1	Canopy Tree Pruning	2,800.00	2,800.00
1	Palm Tree Pruning	2,205.00	2,205.00
	ROTONDA BLVD EAST MEDIAN & SIDEWALK- Parade Circle to Boundary Blvd		
12	Monthly Landscape Maintenance(Mow/Bedcare)	1,140.00	13,680.00
2	Fertilization	460.00	920.00
		Total	

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
7/26/2018	555

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
2	Mulch Top Dressing	1,450.00	2,900.00
1	Canopy Tree Pruning	570.00	570.00
1	Palm Tree Pruning	1,715.00	1,715.00
	*********IRRIGATION IS NOT INCLUDED IN THIS QUOTE********		

Total $75,955.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
8/17/2018	559

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	Orlando Blvd		
1	ONE TIME CLEAN UP- Peachland to Veterans Blvd	380.00	380.00
12	MONTHLY MAINTENANCE- including in front of vacant lots (monthly rate)	320.00	3,840.00

Total $4,220.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
9/5/2018	560

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
1	PINEDALE DRIVE- from SR 776(McCall Rd) to the entrance of the park One Time CLEANUP	240.00	240.00
12	MONTHLY SIDEWALK MAINTENANCE- (monthly rate)	255.00	3,060.00

Total $3,300.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
7/26/2018	557

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	MURDOCK CIRCLE		
	Median by Sams Club damaged by vehicle		
15	Damaged Florida Privet Removed	25.3333	380.00
	Haul Away Debris	100.00	100.00
15	15gal florida Privet Supplied & Installed	180.00	2,700.00
	*****PLANTS WILL ONLY BE WARRANTIED AS LONG AS MONTHLY WATERING IS INCLUDED AT A RATE OF $640/ MONTH		
	*****NOTE*****THERE IS CURRENTLY NO IRRIGATION IN THIS AREA		

Total $3,180.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
7/26/2018	558

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	US 17		
	Median damaged by vehicle		
	Remove damaged Oleanders and Indian Hawthorne	260.00	260.00
2	25 gal Pink Oleander Trees- Supplied & Installed	504.00	1,008.00
60	3 gal Indian Hawthorne- Supplied & Installed	30.00	1,800.00
	Haul Away Debris	80.00	80.00

Total $3,148.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM
□ □□□□□□ R□□□□□□□□ □□ □□□d□□□□□ M□□□□□□□□□□ □□□□□□□

Contract #	1□□□□□	**Change Order #**	12
Original Contract:	□2□01□□□□□□□	**Original Contingency:**	□100□□□8□8□
Previous Change Orders:	□2□□□□□2□□□	**Previous Contingency Changes:**	□18□□□□□□□
This Change:	□□8□2□□□□□	**New Contingency Balance:**	□□□□81□□□□
Revised Contract Amount:	□2□288□□8□81	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:	12/□1/2018	**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible] R[illegible] [illegible] d[illegible] M[illegible]

Contract #	1[illegible]	**Change Order #**	12
Original Contract:	[illegible]2[illegible]01[illegible]	**Original Contingency:**	[illegible]100[illegible]8[illegible]8[illegible]
Previous Change Orders:	[illegible]2[illegible]2[illegible]	**Previous Contingency Changes:**	[illegible]18[illegible]
This Change:	[illegible]8[illegible]2[illegible]	**New Contingency Balance:**	[illegible]81[illegible]
Revised Contract Amount:	[illegible]2[illegible]288[illegible]8[illegible]81	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:	12/[illegible]1/2018	**Previous Additional Time:**	0 **Calendar Days**

^^^

CHANGE ORDER

Contract No 16-334 C/O No. 12

Title of Project: County-wide Landscape Maintenance Contract

Contractor: Walker's Services, Inc.

Originating Dept Maintenance and Operations

Account No.: 2016000334

Original Contract $2,250,539.44

Previous Change Orders: $215,825.00

This Change Order: $38,246.37

Total: $2,288,785.81

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
Add	6	Harbor Heights Sidewalk Maintenance	MO	$16,506.00
Add	1	Elkham Tree Replacement	EA	$4,900.00
Add	6	Gulfstream Blvd Sidewalk	MO	$1,710.00
Add	5	Midway Blvd new sidewalk	MO	$11,900.00
Add	1	Irrigation Repairs – many locations	LOT	$3,230.37

CHANGE ORDER TOTAL ($38,246.37)____

Continued on reverse side

REQUEST FOR PURCHASE PROJECTS

DATE: 5/25/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Harbor Heights Sidewalks - Developed Lots												
Sunnybrook Rd - Broadpoint Dr to Peace River Dr	6	MO	$412.00	$2,472.00		1001.	445501	.541.	34.0036			
Broadpoint Dr - Voyageur Dr to Jordan Ave	6	MO	$453.00	$2,718.00		1001.	445501	.541.	34.0036			
San Marino Dr - Broadpoint Dr to Peace River Dr	6	MO	$437.00	$2,622.00		1001.	445501	.541.	34.0036			
Sulstone Dr - Harborview Rd to Peace River Dr	6	MO	$420.00	$2,520.00		1001.	445501	.541.	34.0036			
Peace River Dr - Sunnybrook Rd to San Marino Dr	6	MO	$276.00	$1,656.00		1001.	445501	.541.	34.0036			
Sunnybrook Rd/Broadpoint Dr -Discovery Dr to Voyageur Dr	6	MO	$360.00	$2,160.00		1001.	445501	.541.	34.0036			
Voyageur Dr - Broadpoint Dr to Dead End	6	MO	$393.00	$2,358.00		1001.	445501	.541.	34.0036			
TOTAL				$16,506.00								

COMMENTS:

Chuck Peters 5/25/18
PROJECT MANAGER DATE

Tara Musselman

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/5/2018	531R

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	TURF MOWING & EDGING LOCATIONS: (MONTHLY RATES)		
	HARBOUR HEIGHTS-		
	Sidewalk Maintenance for DEVELOPED LOTS- mow, edge, and spray herbicide to control joints from edge of pavement to ROW line		
12	Sunnybrook Road- From Broadpoint Dr to Peace River Dr	412.00	4,944.00
12	Broadpoint Drive- From Voyageur Dr to Jordan Ave	453.00	5,436.00
12	Voyageur Drive- From Broadpoint Dr to Dead End	393.00	4,716.00
12	San Marino Drive- From Broadpoint Dr. to Peace River Dr	437.00	5,244.00
12	Sustone Dr- From Harborview Rd to Peace River Dr	420.00	5,040.00
12	Peace River Dr- From Sunnybrook Rd to San Marino Dr	276.00	3,312.00
	***AREAS ARE CURRENTLY BEING MAINTAINED UNDER CHANGE ORDER 4 FOR THE VACANT LOTS		
12	Sunnybrook Road/ Broadpoint Dr from Discovery Dr to Voyageur Dr	360.00	4,320.00
	***AREA IS CURRENTLY BEING MAINTAINED UNDER THE ORIGINAL CONTRACT MID COUNTY A.20 FOR VACANT LOTS		

Total $33,012.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax#

REQUEST FOR PURCHASE PROJECTS

DATE: 5/25/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Elkham Blvd - Dead tree replacement												
Oak trees - remove and replace 3"-3.5" caliper	2	EA	$1,450.00	$2,900.00		1001.445501		.541.34	.0001			
Sycamore Trees - 2" caliper	2	EA	$1,000.00	$2,000.00		1001.445501		.541.34	.0001			
BOTH GPCSD												
TOTAL				$4,900.00								

COMMENTS:

Chuck Peters 5/25/18
PROJECT MANAGER DATE

Tara Munsey

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
5/29/2018	545

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	Elkcam Blvd- REPLACE DEAD TREES		
2	Oak Trees Removed and Replaced- 3"-3.5" caliper	1,450.00	2,900.00
2	Sycamore Trees- 2" caliper	1,000.00	2,000.00

Total $4,900.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

REQUEST FOR PURCHASE PROJECTS

DATE: 5/25/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Gulfstream Blvd - 776 to Environmental Way Sidewalk maintenance only EESD	6	MO	$285.00	$1,710.00		1001.	445501	.541.	34.0036			
Midway Blvd - Harbor Blvd to King's Hwy GPCSD	5	MO	$2,380.00	$11,900.00		1001.	445501	.541.	34.0036			
Mow and edge only - ROW and 5 ponds												
TOTAL				$13,610.00								

COMMENTS:

Chuck Peters 5/25/18
PROJECT MANAGER DATE

Tara Musselman

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
5/29/2018	544

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
12	Gulfstream Blvd- from 776 (McCall) to Environmental Way Monthly SIDEWALK MAINTENANCE ONLY	285.00	3,420.00
12	Midway Blvd- New Are from Harbor Blvd to Kings Hwy Monthly MOW AND EDGE ONLY- ROW and 5 ponds	2,380.00	28,560.00

Total $31,980.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

REQUEST FOR PURCHASE PROJECTS

DATE: 5/25/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Irrigation Repairs												
Harbor Heights - master valve replace 3/13/18	1	LOT	$254.05	$254.05		1315.	445405	.541.3	4.0001			
GPCSD SR 776 Median damage - 3/20/18	1	LOT	$146.59	$146.59		1001.	445501	.541.3	4.0001			
GPCSD Midway/Harbor - Q547	1	LOT	$125.00	$125.00		1001.	445501	.541.3	4.0001			
GPCSD SR 776 - Q 547	1	LOT	$220.00	$220.00		1001.	445501	.541.3	4.0001			
GPCSD Elkham Blvd - Q547	1	LOT	$2,484.73	$2,484.73		1001.	445501	.541.3	4.0001			
TOTAL				$3,230.37								

COMMENTS:

Chuck Peters
PROJECT MANAGER

5/25/18
DATE

Tara Musselman

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
5/29/2018	546

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description		Rate	Total
	IRRIGATION REPAIRS			
	Harbour Heights- replaced master valve 3/13/2018			
1	1" valve		25.00	25.00
1	1" slipfix		4.45	4.45
4	1" fitting		0.67	2.68
1	1" pipe		0.80	0.80
2	wire nut waterproof		1.16	2.32
1	7" valve box		3.80	3.80
1.5	2 man hours		130.00	195.00
1	Admin		20.00	20.00
	Subtotal	254.05		
	776- repair broken pipes in median ran over by car 3/20/2018			
3	0.75" fitting		0.36	1.08
1	0.5" fitting		0.31	0.31
3	0.5" pipe		0.40	1.20
1	2 man hours		130.00	130.00
1	Admin		14.00	14.00
	Subtotal	146.59		

Total $400.64

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
6/1/2018	547

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	Irrigation Repairs		
	Midway/Harbor- replace valve box ran over by vehicle		
1	12" purple valve box	45.00	45.00
1	1 man hour	65.00	65.00
1	admin	15.00	15.00
	776- decoder on Zone 1 needs replaced		
1	ICD-100 Hunter Decoder	140.00	140.00
1	1 man hour	65.00	65.00
1	admin	15.00	15.00
	Elkcam Blvd- decoder module alarming, bad solenoids and zones will not turn on. Zones affected: 1-9, 13. Much of this work is underground. Once this work is done can better troubleshoot to see if any other repairs need to be done.		
3	ICD-100 Hunter Decoder	140.00	420.00
18	waterproof connectors DBR/Y Connector	1.70	30.60
2	valve location fee	35.00	70.00
6	Easy Bleed Large Solenoid (Zones 1,2,3,5,8,9)	36.82	220.92
10	12" gauge/2 wire Hunter	0.66	6.60
14	waterproof wire nut	1.16	16.24
1	1" Electric Scrubber Valve	74.74	74.74
1	1" Sch 80 nipple	2.69	2.69
2	1" fitting	0.67	1.34
2	1" pipe	0.80	1.60
1	Pipe/fittings	50.00	50.00
12	2 man hour	130.00	1,560.00
1	admin	30.00	30.00

Total $2,829.73

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

CHANGE ORDER

Contract No 16-334 C/O No. 11

Title of Project: County-wide Landscape Maintenance Contract

Contractor: Walker's Services, Inc.

Originating Dept Maintenance and Operations

Account No.: 2016000334

Original Contract $2,034,714.44

Previous Change Orders: $5,600.00

This Change Order: $215,825.00

Total: $2,250,539.44

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
Add	1	Placida Sidewalk Maintenance	YEAR	$23,080.00
Add	1	US 17 at I 75 Landscape Maintenance	YEAR	$4,668.00
Add	1	Jones Loop Road at I 75	YEAR	$9,760.00
Add	1	Edgewater Landscape maintenance	YEAR	$80,230.00
Add	1	Veteran's Blvd Plant Replacement	EA	$27,250.00
Add	1	Inoculate Sylvester Date Palms	YEAR	$34,000.00
Add	1	Sylvester Date Palm Replacement	EA	$12,540.00
Add	1	South Gulf Cove – New Sidewalk Maintenance	YEAR	$15,702.00
Add	1	South Gulf Cove	YEAR	$8,595.00

CHANGE ORDER TOTAL ($215,825.00)____

Continued on reverse side

CHANGE ORDER

No.___(continued)

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Placida												
Sidewalk Maintenance per contract - New sidewalk	8	EA	$2,885.00	$23,080.00								
This is for Placida Rd from the public boat ramp to Rotonda Blvd West												
TOTAL				$23,080.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 **FOR DEPT:** Maintenance and Operations **REQUESTED BY:**

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
US 17 at I 75												
Monthly landscape maintenance	6	CYC	$578.00	$3,468.00								
Fertilization	1	EA	$220.00	$220.00								
Mulch Top Dressing	1	EA	$740.00	$740.00								
Palm Tree Prunning	1	EA	$240.00	$240.00								
Current maintenance contract expires in June 2018												
TOTAL				$4,668.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Jones Loop Rd at I 75												
Monthly landscape maintenance	5	CYC	$1,010.00	$5,050.00								
Fertilization	1	EA	$720.00	$720.00								
Mulch Top Dressing	1	EA	$1,750.00	$1,750.00								
Palm Tree Prunning	1	EA	$1,190.00	$1,190.00								
Canopy Tree Prunning	1	EA	$1,050.00	$1,050.00								
Current maintenance contract expires in July of 2018												
TOTAL				$9,760.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Edgewater Dr - Harbor to Midway												
Monthly landscape maintenance	7	CYC	$5,600.00	$39,200.00								
Fertilization	1	EA	$1,600.00	$1,600.00								
Mulch Top Dressing	2	EA	$14,500.00	$29,000.00								
Palm Tree Prunning	1	EA	$3,415.00	$3,415.00								
Canopy Tree Prunning	1	EA	$7,015.00	$7,015.00								
Current maintenance contract expires in May of 2018												
TOTAL				$80,230.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Veteran's Blvd Plant Replacement												
3 gal Carissa Emerald Blankets - installed	440	EA	$25.00	$11,000.00								
15 gal Crepe Myrtle Red Rockets - installed	5	EA	$280.00	$1,400.00								
Plant watering/warantee	6	MO	$2,475.00	$14,850.00								
*No watering means no warantee												
TOTAL				$27,250.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Sylvester Palm OTC Inoculation - once per tree												
Toledo Blade - Hillsborough to US 41	17	EA	$125.00	$2,125.00								
SR 776 - Murdock Cir to US 41	28	EA	$125.00	$3,500.00								
Midway Blvd - Elkham Blvd to Harbor Blvd	12	EA	$125.00	$1,500.00								
US 41 Welcome to Charlotte Harbor Sign	2	EA	$125.00	$250.00								
US 41 Access Rd	2	EA	$125.00	$250.00								
US 17 at I 75	3	EA	$125.00	$375.00								
Jones Loop Road at I 75	4	EA	$125.00	$500.00								
Second, Third, and Fourth Quarters												
	3	CYC	$8,500.00	$25,500.00								
TOTAL				$34,000.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
Toledo Blade Blvd												
Sylvester Palm - remove and replace	1	EA	$4,180.00	$4,180.00								
SR 776												
Sylvester Palm - remove and replace	2	EA	$4,180.00	$8,360.00								
TOTAL				$12,540.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 **FOR DEPT:** Maintenance and Operations **REQUESTED BY:**

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
South Gulf Cove												
New Royal Palm Maintenance												
Landscape Maintenance - No irrigation	9	EA	$85.00	$765.00								
Fertilization	2	EA	$492.00	$984.00								
Mulch Top Dressing	2	EA	$450.00	$900.00								
Palm Prunning	1	EA	$615.00	$615.00								
Turf Mowing and Edging												
Ingraham Blvd	9	EA	$632.00	$5,688.00								
St. Paul	9	EA	$360.00	$3,240.00								
Hallendale Dr	9	EA	$390.00	$3,510.00								
TOTAL				$15,702.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 **FOR DEPT:** Maintenance and Operations **REQUESTED BY:**

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
South Gulf Cove												
Ingraham Blvd from 771 to Calumet (2 areas with benches and palm trees)												
Landscape Maintenance - No irrigation	9	EA	$25.00	$225.00								
Mulch	2	EA	$90.00	$180.00								
Palm Prunning	1	EA	$125.00	$125.00								
Calumet Blvd - from Ingraham Blvd to St. Paul (1 area with bench and palm trees)												
Landscape Maintenance - No irrigation	9	EA	$15.00	$135.00								
Mulch Top Dressing	2	EA	$40.00	$80.00								
Palm Prunning	1	EA	$75.00	$75.00								
TOTAL				$820.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 **FOR DEPT:** Maintenance and Operations **REQUESTED BY:**

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
South Gulf Cove												
Keystone Entrance - 600' Past Wilshire												
Landscape Maintenance - No irrigation	9	EA	$135.00	$1,215.00								
Fertilization	2	EA	$90.00	$180.00								
Mulch Top Dressing	2	EA	$200.00	$400.00								
Palm Prunning	1	EA	$250.00	$250.00								
Appleton Blvd Entrance - 600' past Wilshire Dr												
Landscape Maintenance - No irrigation	9	EA	$135.00	$1,215.00								
Fertilization	2	EA	$90.00	$180.00								
Mulch Top Dressing	2	EA	$200.00	$400.00								
Palm Prunning	1	EA	$250.00	$250.00								
TOTAL				$4,090.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 3/14/2018 FOR DEPT: Maintenance and Operations REQUESTED BY:

VENDOR: Walker's Services, Inc.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
South Gulf Cove												
San Domingo Entrance - 600' Past Wilshire												
Landscape Maintenance - No irrigation	9	EA	$135.00	$1,215.00								
Fertilization	2	EA	$90.00	$180.00								
Mulch Top Dressing	2	EA	$200.00	$400.00								
Palm Prunning	1	EA	$250.00	$250.00								
Ingraham Blvd Entrance - 600' past Wilshire Dr												
Landscape Maintenance - No irrigation	9	EA	$90.00	$810.00								
Fertilization	2	EA	$90.00	$180.00								
Mulch Top Dressing	2	EA	$200.00	$400.00								
Palm Prunning	1	EA	$250.00	$250.00								
TOTAL				$3,685.00								

COMMENTS:

Chuck Peters 3/14/18
PROJECT MANAGER DATE

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	534

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	TURF MOWING & EDGING LOCATIONS: (MONTHLY RATES)		
	CR 775 Sidewalk Maintenance per contract		
12	CR 775- Rotonda Blvd West to Boca Grande Causeway	2,885.00	34,620.00

Total $34,620.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	535

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	US 17 at I-75		
12	Monthly Landscape Maintenance(Bedcare/Trim Shrubs/Irrigation)	578.00	6,936.00
2	Fertilization	220.00	440.00
2	Mulch Top Dressing	740.00	1,480.00
1	Palm Tree Pruning	240.00	240.00

Total $9,096.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	536

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	JONES LOOP RD at I-75 AND NE Corner of I-75		
12	Monthly Landscape Maintenance(Mow/Bedcare/Trim/Irrigation)	1,010.00	12,120.00
2	Fertilization	720.00	1,440.00
2	Mulch Top Dressing	1,750.00	3,500.00
1	Canopy Tree Pruning	1,050.00	1,050.00
1	Palm Tree Pruning	1,190.00	1,190.00

Total $19,300.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
10/13/2017	517

Account # CONTRACT#16-334

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	Edgewater Blvd - Harbor Blvd to Midway		
12	Monthly Landscape Maintenance(Bed Care Maintenance including irrigation maintenance)	5,600.00	67,200.00
2	Fertilization	1,600.00	3,200.00
3	Mulch Top Dressing	14,500.00	43,500.00
1	Canopy Tree Pruning	7,015.00	7,015.00
1	Palm Tree Pruning	3,415.00	3,415.00

Total $124,330.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	532

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	VETERANS BLVD PLANT REPLACEMENT		
440	3gal Carissa Emerald Blankets Supplied & Installed	25.00	11,000.00
5	15gal Crepe Myrtle Red Rockets Supplied & Installed	280.00	1,400.00
	Monthly Plant Maintenance/ Water	2,475.00	2,475.00
	********Plants will only be warrantable so long Walkers Service Inc is contracted for the monthly plant maintenance/watering. After this designated period of time established by the county Walkers Service Inc will no longer warranty the plants.		

Total $14,875.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	539

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	TREAT SYLVESTER PALMS with the Antibiotic OTC by injection every 3 months for one year with no warranty period		
17	Palms located at Toledo Blade (Hillsborough to US 41)	125.00	2,125.00
28	Palms located at SR 776 (Murdock Cir to US41)	125.00	3,500.00
12	Palms located at Midway (Elkcam Blvd to Harbor Blvd)	125.00	1,500.00
2	Palms located at US 41 Welcome Signs	125.00	250.00
2	Palms located at US 41 Access Rds	125.00	250.00
3	Palms located at US 17 at I-75	125.00	375.00
4	Palms located at Jones Loop Rd at I-75	125.00	500.00
	SUBTOTAL: One Treatment for all trees $8500.00		
3	2nd, 3rd, and 4th treatments	8,500.00	25,500.00

Total $34,000.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	537

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
1	TOLEDO BLADE BLVD Sylvester Palm Removed & Replaced	4,180.00	4,180.00

Total $4,180.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	538

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
2	SR 776 Sylvester Palm Removed & Replaced	4,180.00	8,360.00

Total $8,360.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/3/2018	529

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	ANNUAL LANDSCAPE MAINTENANCE AREAS		
	New Royal Palm Trees/Area on 771 along sidewalk between the light poles in South Gulf Cove		
12	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE (bedcare)****does not include Irrigation Maintenance	85.00	1,020.00
2	PER TIME- FERTILIZATION	492.00	984.00
2	PER TIME- MULCH TOP DRESSING	450.00	900.00
1	PER TIME- PALM PRUNING	615.00	615.00

Total $3,519.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/14/2018	533

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	TURF MOWING & EDGING LOCATIONS: (MONTHLY RATES)		
	SOUTH GULF COVE (West County)		
	Sidewalk Maintenance per contract at 27 cycles per year (Includes litter, mow, edge, trim, blow, sidewalk weed control)		
12	Ingraham Blvd- Calumet to St Paul	632.00	7,584.00
12	St Paul- Ingraham to Appleton	360.00	4,320.00
12	Hallndale Dr- Ingraham to Appleton	390.00	4,680.00

Total $16,584.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/20/2018	540

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	SOUTH GULF COVE ANNUAL LANDSCAPE MAINTENANCE- per contract		
	SAN DOMINGO BLVD- Street entrance off 771 to 600' past Service Rd		
12	Monthly Landscape Maintenance(Mow/Bedcare)	135.00	1,620.00
2	Fertilization	90.00	180.00
2	Mulch Top Dressing	200.00	400.00
1	Palm Tree Pruning	250.00	250.00
	INGRAHAM BLVD- Street entrnce off 771 to 600' past Service Rd		
12	Monthly Landscape Maintenance(Mow/Bedcare)	90.00	1,080.00
2	Fertilization	90.00	180.00
2	Mulch	200.00	400.00
1	Palm Tree Pruning	250.00	250.00
	KEYSTONE- frm 771 to 600' past Service Rd		
12	Monthly Landscape Maintenance(Mow/Bedcare)	135.00	1,620.00
2	Fertilization	90.00	180.00
2	Mulch	200.00	400.00
1	Palm Tree Pruning	250.00	250.00
	APPLETON BLVD- from 776 to 600' past Service Rd		
12	Monthly Landscape Maintenance(Mow/Bedcare)	135.00	1,620.00
2	Fertilization	90.00	180.00
2	Mulch	200.00	400.00
1	Palm Tree Pruning	250.00	250.00
	INGRAHAM BLVD- from 771 to Calumet (2 areas with benches and palm trees)		
12	Monthly Landscape Maintenance(Bedcare)	25.00	300.00
2	Mulch	60.00	120.00
1	Palm Tree Pruning (5 Pigmy Dates)	125.00	125.00
	CALUMET BLVD- from Ingraham to St Paul (1 area with benches and palm trees)		
12	Monthly Landscape Maintenance(Bedcare)	15.00	180.00
2	Mulch	40.00	80.00
1	Palm Tree Pruning (3 Pigmy Dates)	75.00	75.00

Total $10,140.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax#

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

R[illegible] [illegible] [illegible]d[illegible] M[illegible] [illegible]

Contract #	1[illegible]	**Change Order #**	10
Original Contract:	[illegible]2[illegible]01[illegible]	**Original Contingency:**	[illegible]100[illegible]8[illegible]8[illegible]
Previous Change Orders:	[illegible]1[illegible]1[illegible]	**Previous Contingency Changes:**	[illegible]1[illegible]1[illegible]
This Change:	[illegible]00[illegible]00	**New Contingency Balance:**	[illegible]82[illegible]0[illegible]1[illegible]
Revised Contract Amount:	[illegible]2[illegible]0[illegible]1[illegible]	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:	12/[illegible]1/2018	**Previous Additional Time:**	0 **Calendar Days**

^^^

CHANGE ORDER

Contract No 16-334 C/O No. 10

Title of Project: County-wide Landscape Maintenance Contract

Contractor: Walker's Services, Inc.

Originating Dept Maintenance and Operations

Account No.: 2016000334

Original Contract $2,029,114.44

Previous Change Orders: $1,226.11

This Change Order: $5,600.00

Total: $2,034,714.44

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
Add	1	Live Oak Replacements (4)	LOT	

CHANGE ORDER TOTAL ($5,600.00____

Continued on reverse side

CHANGE ORDER

No.___(continued)

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

R[illegible] [illegible] [illegible]d[illegible] M[illegible] [illegible]

Contract #	1[illegible]	**Change Order #**	[illegible]
Original Contract:	[illegible]2[illegible]01[illegible]	**Original Contingency:**	[illegible]100[illegible]8[illegible]8[illegible]
Previous Change Orders:	[illegible]11[illegible]11[illegible]8	**Previous Contingency Changes:**	[illegible]11[illegible]11[illegible]8
This Change:	[illegible]1[illegible]22[illegible]11	**New Contingency Balance:**	[illegible]8[illegible]1[illegible]
Revised Contract Amount:	[illegible]2[illegible]02[illegible]11[illegible]	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:	12/[illegible]1/2018	**Previous Additional Time:**	0 **Calendar Days**

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ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

R[illegible] [illegible] d[illegible] M[illegible]

Contract #	1[illegible]	**Change Order #**	[illegible]
Original Contract:	[illegible]2[illegible]01[illegible]	**Original Contingency:**	[illegible]100[illegible]8[illegible]8[illegible]
Previous Change Orders:	[illegible]11[illegible]11[illegible]8	**Previous Contingency Changes:**	[illegible]11[illegible]11[illegible]8
This Change:	[illegible]1[illegible]22[illegible]11	**New Contingency Balance:**	[illegible]8[illegible]1[illegible]
Revised Contract Amount:	[illegible]2[illegible]02[illegible]11[illegible]	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:	12/[illegible]1/2018	**Previous Additional Time:**	0 **Calendar Days**

^^^

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
2/4/2018	525

Account # CONTRACT#16-334

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	IRRIGATION REPAIRS TO SIGNATURE WALLS ON GASPARILLA:		
	KEYSTONE: Zone 5 not working. Troubleshoot & replace valve if needed.		
	APPLETON: Test pump. Replace solenoids for zones 4 & 5. Repair broken drip pipe.		
	INGRAM: Replace rain sensor & repair wire for pump.		
	SAN DOMINGO: Replace valve for Zone 2 & repair broken. Re-wire pump.		
	**NOTE: The systems were not inspected prior to adding to the contract and there may be additional problems/repairs		
2	1" valve (electric scrubber)	74.74	149.48
2	Easy Bleed Large Solenoid (large Rainbird)	61.34	122.68
3	1" Slipfix	4.45	13.35
10	waterproof wire nut	1.16	11.60
1	Pipe/fittings/broke pipes	65.00	65.00
6.5	2 man hours	130.00	845.00
	Administration fee	19.00	19.00

Total $1,226.11

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

Contract #	_____	**Change Order #**	_____
Original Contract:	_____	**Original Contingency:**	_____
Previous Change Orders:	_____	**Previous Contingency Changes:**	_____
This Change:	_____	**New Contingency Balance:**	_____
Revised Contract Amount:	_____	**Original Contract Time:**	_____ Calendar Days
Current Completion Date:	_____	**Previous Additional Time:**	_____ Calendar Days

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

Contract #	_____	**Change Order #**	_____
Original Contract:	_____	**Original Contingency:**	_____
Previous Change Orders:	_____	**Previous Contingency Changes:**	_____
This Change:	_____	**New Contingency Balance:**	_____
Revised Contract Amount:	_____	**Original Contract Time:**	_____ Calendar Days
Current Completion Date:	_____	**Previous Additional Time:**	_____ Calendar Days

^^^

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
10/10/2017	516R

Account # CONTRACT#16-334

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	IRRIGATION REPAIRS		
	US 17- $2,634.66		
	Timer not recognizing module- replace timer. Drip Zones need repaired. ZONE1: Valve stuck on and needs replaced. ZONE 2- bad solenoids on Tree bubblers. ZONE 3- broken pipes, ZONE 4- bad solenoids and drip pipe ZONE5- Off. ZONE 6- bad/broken flex and drip pipes. ZONE 7- manifold needs rebuilt and repair of broken pipes. ZONE 8- bad/broke drip pipes *****2 New Areas to be repaired from Autos being driven through the landscape beds**Replace Timer and Repair 10 Zones		
1	Rainbird ESP4ME timer	99.00	99.00
4	Solenoid- Large- Rainbird Easy Bleed/ Large Toro	40.00	160.00
1	Valve location	35.00	35.00
1	Electric Valve- 1 Inch-Scrubber	105.00	105.00
1	Slipfix 1 inch	8.00	8.00
1	Ball Valve- 1 Inch	13.00	13.00
14	Wire Nut- Water Proof King	1.25	17.50
57	Drip pipe	0.33	18.81
64	Drip Fitting	0.75	48.00
20	1.25 Inch Fitting	1.50	30.00
35	1 Inch Fitting	1.35	47.25
2	1 Inch Flex Pipe	1.00	2.00
6	0.75 Inch PVC Fitting	0.90	5.40
15	2 Man Hours Labor	130.00	1,950.00
1	Administrative	95.70	95.70
	CONTINUED ON NEXT PAGE		

Total

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
10/10/2017	516R

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	CHARLOTTE HARBOR GATEWAY- $8,066.40		
	System has never worked properly since onset of contract. There are several zones down with broken/missing head and drip pipe. Timer needs replaced and all zones located and working from timer. Once complete the system can be reassessed for issues. It is not possible at this time to quote for all problems without all zones working. Additional work may be needed.		
1	Rainbird ESPLX 12 Zone with Flow	325.00	325.00
2	Rainbird - 8 station/Zone Module ESPLX	105.00	210.00
1	Valve Location	35.00	35.00
20	DBR-Y Connector	2.00	40.00
40	Wire- 14 Gauge	0.30	12.00
1	Misc: Pipe/Fittings/ Repair broke solenoids and valves	2,500.00	2,500.00
36.5	2 Man Hours Labor	130.00	4,745.00
1	Administrative	199.40	199.40
	MANASOTA KEY- $1,210.32		
	Repair Broken Pipe located under the tree in front of Circle K.		
1	Tree Stump Removed	250.00	250.00
4	Slipfix 0.75 Inch	7.00	28.00
4	PVC Fitting 0.75 Inch	0.90	3.60
20	PVC Pipe 0.75 Inch	0.35	7.00
6.8	2 Man Hours Labor	130.00	884.00
1	Administrative	37.72	37.72

Total $11,911.38

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

12/12/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #7 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract, as awarded to Walkers Service Inc. of Bradenton, Florida for the additional landscape maintenance in South Gulf Cove in the amount of $57,685.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in South Gulf Cove Street and Drainage MSBU fund as part of the FY18 budget process. Funding is supplied from MSBU assessments.

Financial Impact Summary Statement
Funding is supplied from assessments in the South Gulf Cove Street and Drainage unit.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On September 13, 2016, the Board approved the award of this annual contract for the specialty mowing and landscape maintenance of roadway right-of-way (ROW), easements, drainage, facilities, medians, tree-scaped streets/sidewalks, and County-owned vacant lots throughout Charlotte County.

This change order is to add necessary monthly landscape maintenance for the South Gulf Cove area.
Therefore, recommend the approval of Change Order #7 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walkers Service Inc. of Bradenton, Florida in the amount of $57,685.

Original Amount: $1,648,245.00

Change Order #1:	$70,340.00
Change Order #2	$11,272.95
Change Order #3	$88,500.00
Change Order #4	$56,590.00
Change Order #5	$61,744.00
Change Order #6	$21,600.00
This Change Order:	$57,685.00
Revised Total	$2,015,976.95

ATTACHMENTS:

File Name	Description	Upload Date	Type
16334ChangeOrder#7.pdf	Change Order #7 backup	11/17/2017	Backup Material
16334ChangeOrder#6.pdf	Change Order #6 backup	11/17/2017	Backup Material
16334ChangeOrder#5.pdf	Change Order #5 backup	11/17/2017	Backup Material
16334CO4.pdf	Change Order #4 backup	11/17/2017	Backup Material
16334CO3.pdf	Change Order #3 backup	11/17/2017	Backup Material
16334CO2.pdf	Change Order #2 backup	11/17/2017	Backup Material
16334CO1.pdf	Change Order #1 backup	11/17/2017	Backup Material

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
11/8/2017	521

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	SOUTH GULF COVE ROADWAY ROW		
	CR 771		
12	Monthly Landscape Maintenance(Bedcare/Trim Shrubs/Irrigation)	1,300.00	15,600.00
2	Fertilization	280.00	560.00
2	Mulch Top Dressing	3,800.00	7,600.00
1	Canopy Tree Pruning	680.00	680.00
1	Palm Tree Pruning	950.00	950.00
	CALUMET BLVD- Ingraham Blvd to St Paul Dr		
12	Monthly Landscape Maintenance(Sidewalk Maintenance)27 Cycles	652.50	7,830.00
	Includes litter, mow, edge, trim, blow, sidewalk weed control		
	INGRAHAM BLVD - Gasparilla Rd to Calumet Blvd		
12	Monthly Landscape Maintenance(Sidewalk Maintenance)27 Cycles	371.25	4,455.00
	Includes litter, mow, edge, trim, blow, sidewalk weed control		
	APPROVED TREE SIGHTS		
12	Monthly Landscape Maintenance(Mow/Bedcare/Trim Shrubs)	1,200.00	14,400.00
2	Fertilization	480.00	960.00
2	Mulch Top Dressing	1,600.00	3,200.00
1	Canopy Tree Pruning	600.00	600.00
1	Palm Tree Pruning	850.00	850.00

Total $57,685.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

REQUEST FOR PURCHASE PROJECTS

DATE: 11/17/2017 **FOR DEPT:** Maintenance and Operations **REQUESTED BY:** Tara Musselman

VENDOR: Walker's Services, Inc

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
South Gulf Cove - Approved tree sights												
Monthly Landscape/Irrigation Maintenance	12	EA	$1,200.00	$14,400.00								
Fertilization	2	EA	$480.00	$960.00								
Mulch Top Dressing	2	EA	$1,600.00	$3,200.00								
Canopy Tree Pruning	1	EA	$600.00	$600.00								
Palm Tree Pruning	1	EA	$850.00	$850.00								
TOTAL				$20,010.00								

COMMENTS:

Chuck Peters 11/17/17
PROJECT MANAGER DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 11/17/2017 **FOR DEPT:** Maintenance and Operations **REQUESTED BY:** Tara Musselman

VENDOR: Walker's Services, Inc

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT
South Gulf Cove - CR771												
Monthly Landscape/Irrigation Maintenance	12	EA	$1,300.00	$15,600.00								
Fertilization	2	EA	$280.00	$560.00								
Mulch Top Dressing	2	EA	$3,800.00	$7,600.00								
Canopy Tree Pruning	1	EA	$680.00	$680.00								
Palm Tree Pruning	1	EA	$950.00	$950.00								
Calumet Blvd - Ingraham Blvd to St Paul Dr												
Monthly Landscape/Irrigation Maintenance	12	EA	$652.50	$7,830.00								
Ingraham Blvd - Gasparilla Rd to Calumet Blvd												
Monthly Landscape/Irrigation Maintenance	12	EA	$371.25	$4,455.00								
TOTAL				$37,675.00								

COMMENTS:

Chuck Peters 11/17/17
PROJECT MANAGER DATE

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

10/10/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #6 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract, as awarded to Walkers Service Inc. of Bradenton, Florida for additional landscape services in Charlotte County in the amount of $21,600.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in the Transportation Trust Fund as part of the FY18 budget process. Funding is supplied from gas taxes.

Financial Impact Summary Statement
Funding is supplied from gas taxes.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On September 13, 2016, the Board approved the award of this annual contract for the specialty mowing and landscape maintenance of roadway right-of-way (ROW), easements, drainage, facilities, medians, tree-scaped streets/sidewalks, and County-owned vacant lots throughout Charlotte County. This change order is to add necessary monthly landscape maintenance for the following locations:
Mid- County:
*Edgewater Boulevard - from Harbor Boulevard to Midway Boulevard
*U. S. 41 new plant areas
*Harbor Boulevard - from Edgewater Boulevard to Port Charlotte Beach Complex
* Harbor Boulevard - U.S. 41 to Midway Boulevard (medians only)
*Toledo Blade Boulevard Medians (between U.S. 41 and Hillsboro)

South County:
*Duncan Road - U.S. 17 and I-75
*Golf Course Boulevard

Therefore, recommend the approval of Change Order #6 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walkers Service Inc. of Bradenton, Florida in the amount of $21,600.

Original Amount:	$1,648,245.00
Change Order #1:	$70,340.00
Change Order #2	$11,272.95
Change Order #3	$88,500.00
Change Order #4	$56,590.00
Change Order #5	$61,744.00
This Change Order	$21,600.00
Revised Total	$1,958,291.95

ATTACHMENTS:

File Name	Description	Upload Date	Type
16334ChgOrd6.pdf	Backup Material Change Order #6	9/19/2017	Backup Material
16334co5.pdf	Change Order #5	9/19/2017	Backup Material
16334CO4.pdf	Change Order #4	9/19/2017	Backup Material
16334CO3.pdf	Change Order #3	9/19/2017	Backup Material
16334CO2.pdf	Change Order #2	9/19/2017	Backup Material
16334CO1.pdf	Change Order #1	9/19/2017	Backup Material

REQUEST FOR PURCHASE PROJECTS

DATE: 9/14/2017 FOR DEPT: Maintenance and Operations REQUESTED BY: Chuck Peters

VENDOR: Walkers Service, Inc Contract # 16-334 Quote # 499 - Change order # 7

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT	
Annual Landscape Maintenance Areas Mid County													
US 41 New Plant Areas													
Landscape Maintenance	12	MO	$480.00	$5,760.00					1001	445501	541	34	0028
Fertilization	2	CYC	$240.00	$480.00					1001	445501	541	34	0028
Mulch Top Dressing	2	CYC	$640.00	$1,280.00					1001	445501	541	34	0028
Palm Prunning	1	CYC	$475.00	$475.00					1001	445501	541	34	0028
Tree Pruning	1	CYC	$630.00	$630.00					1001	445501	541	34	0028
Harbor Blvd - US 41 to Midway Blvd (meidans only)													
Fertilization	2	CYC	$180.00	$360.00					1001	445501	541	34	0028
Palm Prunning	1	CYC	$630.00	$630.00					1001	445501	541	34	0028
TOTAL				$9,615.00									

COMMENTS:

Chuck Peters
PROJECT MANAGER

09/14/2017
DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 9/14/2017 FOR DEPT: Maintenance and Operations REQUESTED BY: Chuck Peters

VENDOR: Walkers Service, Inc Contract # 16-334 Quote # 499 - Change order # 7

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT	
Annual Landscape Maintenance Areas Mid County													
Harbor Blvd - Edgewater Dr to PC Beach Complex													
Landscape Maintenance	12	MO	$160.00	$1,920.00					1001	445501	541	34	0028
Fertilization	2	CYC	$180.00	$360.00					1001	445501	541	34	0028
Mulch Top Dressing	2	CYC	$300.00	$600.00					1001	445501	541	34	0028
Palm Prunning	1	CYC	$225.00	$225.00					1001	445501	541	34	0028
Toledo Blade Blvd Medians - US 41 to Hillsborough Dr													
Remove Pentas and replant with 40 Variegated Arboricola (Shefflera)	1	EA	$640.00	$640.00					1001	445501	541	34	0028
TOTAL				$3,745.00									

COMMENTS:

Chuck Peters
PROJECT MANAGER

09/14/2017
DATE

REQUEST FOR PURCHASE PROJECTS

DATE: 9/14/2017 FOR DEPT: Maintenance and Operations REQUESTED BY: Chuck Peters

VENDOR: Walkers Service, Inc Contract # 16-334 Quote # 499 - Change order # 7

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	PROJECT	TASK	PHASE	DETAIL	FUND	ORG	PGRM	OB / ACCOUNT	
Annual Landscape Maintenance Areas South County													
Duncan Rd - US 17 @ I75													
Palm Prunning	1	CYC	$1,250.00	$1,250.00					1001	445501	541	34	0028
Gulf Course Blvd													
Fertilization	2	CYC	$260.00	$520.00					1001	445501	541	34	0028
Palm Prunning	1	CYC	$350.00	$350.00					1001	445501	541	34	0028
TOTAL				$2,120.00									

COMMENTS:

Chuck Peters
PROJECT MANAGER

09/14/2017
DATE

WALKERS SERVICE INC.

5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
8/25/2017	495R

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	EDGEWATER- Harbor Blvd to Midway Blvd		
3	MONTHLY Mow Only- 8 Retention Ponds	3,040.00	9,120.00
3	MONTHLY Sidewalk Maintenance	1,520.00	4,560.00

October to December

Total $13,680.00

941-747-7740 contact@WalkersServiceFL.com 941-750-0048 Fax #

WALKERS SERVICE INC.

5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
9/19/2017	504

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	ANNUAL LANDSCAPE MAINTENANCE AREAS		
	MID COUNTY OCTOBER TO DECEMBER		
	US 41 New Plant Areas		
3	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE (bedcare)	480.00	1,440.00
1	PER TIME- FERTILIZATION	240.00	240.00
1	PER TIME- MULCH TOP DRESSING	640.00	640.00
1	PER TIME- PALM PRUNING	475.00	475.00
1	PER TIME- TREE PRUNING	630.00	630.00
	Harbor Blvd- from Edgewater Blvd to Port Charlotte Beach Complex		
3	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE (bedcare)	160.00	480.00
1	PER TIME- FERTILIZATION	180.00	180.00
1	PER TIME- MULCH TOP DRESSING	300.00	300.00
1	PER TIME- PALM PRUNING (on vacant lot only)	225.00	225.00
	Harbor Blvd- US41 to Midway Blvd (medians only)		
1	PER TIME- FERTILIZATION	180.00	180.00
1	PER TIME- PALM PRUNING	630.00	630.00
	SOUTH COUNTY		
	Duncan Rd- US17 & I-75		
1	PER TIME- PALM PRUNING	1,250.00	1,250.00
	Golf Course Blvd		
1	PER TIME- FERTILIZATION	260.00	260.00
1	PER TIME- PALM PRUNING	350.00	350.00
	TOLEDO BLADE BLVD MEDIANS between US 41 & Hillsboro		
1	Remove Pentas and replace with 40 Variegated Arboricola (Shefflera)	640.00	640.00

Total $7,920.00

941-747-7140 contact@WalkersServiceFL.com 941-759-0048 Fax #

Approved

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 2.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

7/25/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #5 to Contract #16-334, County right of Way Landscape Maintenance - Annual Contract, as awarded to Walkers Service Inc. of Bradenton, Florida, for additional landscape services in Charlotte County in the amount of $61,744.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Funding will be supplied from savings in other accounts in the Road & Bridge Fund ($53,796), Grove City St/Dr MSBU ($2,800), and Greater Port Charlotte St/Dr MSBU ($5,148), adopted FY17 budgets.

Financial Impact Summary Statement
Funding will be supplied from gas taxes in Road & Bridge Fund ($53,796), Grove City MSBU assessments ($2,800) and Greater Port Charlotte MSBU assessments ($5,148).

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On September 13, 2016 the Board approved the award of this annual contract for the specialty mowing and landscape maintenance of roadway right-of-way (ROW), easements, drainage facilities, medians, tree-scaped streets/sidewalks, and County-owned vacant lots throughout Charlotte County. This change order is to add necessary monthly landscape maintenance for the following locations:

- Route 776 from U.S. 41 to Murdock Circle
- Midway Boulevard Medians from Elkcam Boulevard to Harbor Boulevard
- U.S. 41 Access Road – the six (6) Micro Tunnels
- Toledo Blade Boulevard – U.S. 41 to Hillsborough Boulevard
- Rio De Janeiro Boulevard – from Sandhill to Deep Creek Boulevard
- West Tarpon to Ambrose and Ambrose to Elkcam Multi-use path
- Grove City Walking Park – add one (1) cycle of Mulch Top Dressing

Therefore, recommend the approval of Change Order #5 to Contract #16-334, County Right of Way Landscape Maintenance – Annual Contract as awarded to Walkers Service Inc. of Bradenton, Florida.

Original Amount:	$1,648,245.00
Change Order #1:	$70,340.00
Change Order #2:	$11,272.95
Change Order #3:	$88,500.00
Change Order #4:	$56,590.00
This Change Order:	$61,744.00
Revised Total:	$1,936,691.95

ATTACHMENTS:

File Name	Description	Upload Date	Type
16334CO1.pdf	16334CO1	6/29/2017	Backup Material
16334CO2.pdf	16334CO2	6/29/2017	Backup Material
16334CO3.pdf	16334CO3	6/29/2017	Backup Material
16334CO4.pdf	16334CO4	6/29/2017	Backup Material
16334co5.pdf	Backup Material CO #5	6/29/2017	Backup Material

Kathy- Issue Notice of Acceptance letter with c/o language.

CHANGE ORDER

Contract No 16-334 C/O No. 5 - FY 17

Title of Project: Right of Way Landscape Maintenance – Annual
Contract Term: October 1, 2016 thru December 30, 2017

Contractor: Walker Services Inc.

Originating Department: Public Works

Account No.: Various

PO 17-012

Original Contract $1,648,245.00

Previous Change Orders: $226,702.95

This Change Order: $61,744.00

Total: $ 1,936,691.95

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change)

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
ADD	6 Months	**776 US 41 to Murdock Circle** Monthly Landscape Maintenance July – December 30, 2017 to finish term of contract	$1,890.00	$11,346.00
ADD	1 Cycles	Fertilization	$550.00	$550.00
ADD	1 Cycles	Mulch Top Dressing	$7,800.00	$7,800.00
ADD	1 Cycle	Canopy Tree Pruning	$1,785.00	$1,785.00
ADD	1 Cycle	Palm Pruning	$3,600.00	$3,600.00
	Account	R&B 1001.445501.541.34.0028	TOTAL	$25,081.00
ADD	6 Months	**Midway Blvd Medians –** **Elkcam Blvd. to Harbor Blvd.** Monthly Landscape Maintenance July – December 30, 2017 to finish term of contract	$700.00	$4,200.00
ADD	1 Cycles	Fertilization	$550.00	$550.00

ADD	1 Cycles	Mulch Top Dressing (PINE BARK MULCH)	$3,000.00	$3,000.00
ADD	1 Cycles	Canopy Tree Pruning	$680.00	$680.00
ADD	1 Cycles	Palm Pruning	$1,570.00	$1,570.00
	Account	R&B 1001.445501.541.34.0028	TOTAL	$10,000.00
ADD	6 Months	**US 41 Access Road 6 Micro Tunnels** Monthly Landscape Maintenance July – December 30, 2017 to finish term of contract	$280	$1,680.00
ADD	1 Cycles	Fertilization	$700.00	$700.00
ADD	1 Cycles	Mulch Top Dressing	$1,600.00	$1,600.00
ADD	1 Cycle	Canopy Tree Pruning	$950.00	$950.00
ADD	1 Cycle	Palm Pruning	$1,825.00	$1,825.00
	Account	R&B 1001.445501.541.34.0028	TOTAL	$6,755.00
ADD	6 Months	**Toledo Blade Blvd. US41 to Hillsborough Blvd.** Monthly Landscape Maintenance July – December 30, 2017 to finish term of contract	$680.00	$4,080.00
ADD	1 Cycles	Fertilization	$540.00	$540.00
ADD	1 Cycles	Mulch Top Dressing	$1,800.00	$1,800.00
ADD	1 Cycle	Canopy Tree Pruning	$1,580.00	$1,580.00
ADD	1 Cycle	Palm Pruning	$2,100.00	$2,100.00
	Account	R&B 1001.445501.541.34.0028	TOTAL	$10,100.00

ADD	6 Months	**Rio De Janeiro Blvd. Sandhill to Deep Creek Blvd.** Mowing & Edging Only July – December 30, 2017 to finish term of contract	$310.00	$1,860.00
	Account	R&B 1001.445501.541.34.0028	TOTAL	$1,860.00
ADD	6 Months	**West Tarpon to Ambrose and Ambrose to Elkcam Multi use Path** Mowing & Edging Only July – December 30, 2017 to finish term of contract	$858.00	$5,148.00
	Account	GPC 1300.445405.541.34.0028	TOTAL	$5,148.00
ADD	1 Cycles	**Grove City Walking Park** Mulch Top Dressing July – December 30, 2017 to finish term of contract	$2,800.00	$2,800.00
	Account	**Grove City 1304.445405.541.34.0028**	Total	$2,800.00

CHANGE ORDER TOTAL ($61,744.00)

CHANGE ORDER

No. 5 FY 17

(continued)

General description of change (continued, if necessary): This is to add areas that are no longer under warranty from the original installation and need to be added for maintenance to the current County Wide Landscape Maintenance Contract.
One location Grove City Walking Park is to correct an oversight with the original number of cycles bid on verses what is in the schedule. .

Special Provisions:

Contract Extension: _____ Calendar Days

New Contract Completion Date :_____

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
5/16/2017	484

Account # CONTRACT#16-334

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
	ADDING SERVICE TO AREAS CURRENTLY SERVICED UNDER ANNUAL CONTRACT		
	MONTHLY LANDSCAPE MAINTENANCE AREAS:		
	SR 776- US 41 to Murdock Circle		
12	MONTHLY LANDSCAPE MAINTENANCE	1,890.00	22,680.00
2	FERTILIZATION	550.00	1,100.00
2	MULCH TOP DRESSING	7,800.00	15,600.00
1	CANOPY TREE PRUNING	1,785.00	1,785.00
1	PALM PRUNING	3,600.00	3,600.00
	Midway Blvd Medians- Elkcam Blvd to Harbor Blvd		
12	MONTHLY LANDSCAPE MAINTENANCE	700.00	8,400.00
2	FERTILIZATION	550.00	1,100.00
2	MULCH TOP DRESSING	3,000.00	6,000.00
1	CANOPY TREE PRUNING	680.00	680.00
1	PALM PRUNING	1,570.00	1,570.00
	US 41 Access Road- 6 micro tunnels		
12	MONTHLY LANDSCAPE MAINTENANCE	280.00	3,360.00
2	FERTILIZATION	700.00	1,400.00
2	MULCH TOP DRESSING	1,600.00	3,200.00
1	CANOPY TREE PRUNING	950.00	950.00
1	PALM PRUNING	1,825.00	1,825.00
	Toledo Blade Medians- Hillsborough to US 41		
12	MONTHLY LANDSCAPE MAINTENANCE	680.00	8,160.00
2	FERTILIZATION	540.00	1,080.00
2	MULCH TOP DRESSING	1,800.00	3,600.00
1	CANOPY TREE PRUNING	1,580.00	1,580.00
1	PALM PRUNING	2,100.00	2,100.00
	****MULCH TOP DRESSING WITH VITAMULCH ON ALL LOCATIONS EXCEPT PINE BARK AT MIDWAY BLVD MEDIANS		
		Total	$89,770.00

941-747-7740 walkerserviceinc@aol.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
6/22/2017	488

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Qty	Description	Rate	Total
	MOWING & EDGING ONLY: (MONTHLY RATE)		
12	Rio De Janeiro- Sandhill to Deep Creek	310.00	3,720.00
12	West Tarpon Blvd- from US41 to Ambrosa	390.00	4,680.00
12	Ambrosa- from West Tarpon Blvd to Elkcam Blvd	468.00	5,616.00

Total $14,016.00

941-747-7740 walkerserviceinc@aol.com 941-750-0048 Fax #

Approved

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 4.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/23/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #4 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract, as awarded to Walkers Service Inc. of Bradenton, Florida, for additional landscape services at various locations in Charlotte County at a per cycle cost of $7,470.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Savings from other budgeted line items approved as part of the FY17 budget process will be used for additional landscaping for Road & Bridge (34,630); Englewood East St/Dr ($4,560); Manasota Key St/Dr ($4,920) and Harbour Heights St/Dr ($12,480). Funding for this expenditure is provided by gas taxes ($34,630), Englewood East St/Dr MSBU assessments ($4,560), Manasota Key St/Dr MSTU assessments ($4,920) and Harbour Heights St/Dr MSBU assessments ($12,480).

Financial Impact Summary Statement
Funding for this expenditure is provided by gas taxes ($34,630), Englewood East St/Dr MSBU assessments ($4,560), Manasota Key St/Dr MSTU assessments ($4,920) and Harbour Heights St/Dr MSBU assessments ($12,480).

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On September 13, 2016 the Board approved the award of this annual contract for the specialty mowing and landscape maintenance of roadway right-of-way (ROW), easements, drainage facilities, medians, tree-scaped streets/sidewalks, and County-owned vacant lots throughout Charlotte County.

This change order is to add necessary landscape maintenance to the following locations:
- Rio de Janeiro - from Rampart Boulevard to Mauritania Road
- Harbor Boulevard - from Edgewater to Port Charlotte Beach Complex
- Midway Boulevard – from U.S. 41 to Ellicott Circle NW (behind AT&T store)
- U.S. 41 Access Road – the six (6) micro tunnels other side of road from Elkam Waterway to road edge
- Harbour Heights new sidewalk areas
- Piper Road and Jones Loop Road retention pond area
- Gulfstream Boulevard – from Snow Drive to Rosemont Drive
- Meehan Avenue and Harbor Boulevard
- Forrest Nelson Boulevard – Stormwater control structure nearest U.S. 41
- U.S. 41 – Elkcam Waterway – from Elkcam Waterway to Glancy Lane on southbound side
- U.S. 17 / I-75 Gateway project area limits
- Manasota Key Landscape Maintenance – monthly flower bed management and maintenance

Therefore, recommend the approval of Change Order #4 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walkers Service Inc. of Bradenton, Florida.

Original Amount:	$1,648,245.00
Change Order #1:	$70,340.00 (see attached)
Change Order #2:	$11,272.95 (see attached)
Change Order #3:	$88,500.00 (see attached)
This Change Order:	$56,590.00
Revised Total:	$1,874,947.95

ATTACHMENTS:

File Name	Description	Upload Date	Type
16334chgord4backup.pdf	Backup Material	3/21/2017	Backup Material
16334ChgOrd1.pdf	Change Order #1 backup	3/21/2017	Backup Material
16334chgord2.pdf	Change Order #2 backup	3/21/2017	Backup Material
16334chgord3.pdf	Change Order #3 backup	3/21/2017	Backup Material

Kathy - Issue Notice of Acceptance letter.

CHANGE ORDER

Contract No. 2016000334 C/O No. 4

Title of Project: County Right of Way Landscape Maintenance
Contractor: Walker Services, Inc.

Originating Dept: Public Works/Maintenance and Operations

Account No.:

Original Contract: $1,648,245.00

Previous Change Orders:

This Change Order: $56,590.00 per year

New Contract Total: $

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
ADD	(per FY)	landscape maintenance services per the attached quotation and purchase request	$56,590.00	$ 56,590.00
		See quotation for locations and services.		

CHANGE ORDER TOTAL: $56,590.00

continued on next page

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/15/2017	482

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Total
	MONTHLY LANDSCAPE MAINTENANCE AREAS:	
	STREET TREE LOCATIONS	
	Rio de Janeiro-From Rampart Blvd to Mauritania Rd	
1	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE	90.00
1	PER TIME-FERTILIZATION	320.00
1	PER TIME-MULCH TOP DRESSING	560.00
1	PER TIME-CANOPY TREE PRUNING	1,650.00
	Harbor Blvd- From Edgewater to Port Charlotte Beach Complex	
1	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE	85.00
1	PER TIME-FERTILIZATION	95.00
1	PER TIME-MULCH TOP DRESSING	130.00
1	PER TIME- CANOPY TREE PRUNING	160.00
	Midway Blvd- From Hwy 41 to Ellicott Circle NW (behind AT&T Store)	
1	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE	60.00
1	PER TIME- FERTILIZATION	30.00
1	PER TIME- MULCH TOP DRESSING	80.00
1	PER TIME- CANOPY TREE PRUNING	90.00
	US 41 Access Road- 6 micro tunnels other side of road from Elkam Waterway to Road Edge	
1	PER MONTH- MONTHLY LANDSCAPE MAINTENANCE	565.00
	TURF MOWING & EDGING LOCATIONS: (MONTHLY RATES)	
	HARBOUR HEIGHTS NEW SIDEWALKS	
1	Sunnybrook Road- From Broadpoint Dr to Peace River Dr	180.00
1	Broadpoint Drive- From Voyageur Dr to Jordan Ave	195.00
1	Voyageur Drive- From Broadpoint Dr to Dead End	170.00
	Total	

941-747-7740 walkerserviceinc@aol.com 941-750-0048 Fax #

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
3/15/2017	482

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Total
1	San Marino Drive- From Broadpoint Dr to Peace River Dr	190.00
1	Sulstone Drive- From Harborview Rd to Peace River Dr	185.00
1	Peace River Drive- From Sunnybrook Rd to San Marino Dr	120.00
1	Piper Rd & Jones Loop Retention Pond	510.00
1	Gulfstream Blvd- From Snow Dr to Rosemont Dr	380.00
1	Meehan Ave & Harbor Blvd	75.00
1	Forrest Nelson Blvd- Stormwater control structure nearest US 41	110.00
1	US 41 - Elkcam Waterway- From Elkcam Waterway to Glancy Lane on southbound side	80.00
1	US 17/I-75 Gateway project limits	950.00
	MANASOTA KEY LANDSCAPE MAINTENANCE	
1	PER TIME- FLOWER BED MANAGEMENT-Beach Rd	410.00

These are adjacent to the inside lanes of the traffic circle medians. The work shall consist of bed preparation, seasonal and mid-crop removal and replacement of bedding plants (four (4) complete crop rotations annually), fertilization, weed control, plant pest and plant disease control, irrigation and all else involved in effective management of color rotation beds. Plant selection per rotation must be appropriate for seasonal conditions and of a color acceptable to the MSTU committee. The specification for replacement plants and/or crop rotation plant materials stock is as follows: minimum 6" height x 6" width; full; minimum 1 quart container size, spaced 16" on center and from bed edges and adjacent groundcover plantings. The size of these beds is to remain the same, curb to curb and 4 feet wide.

Total $7,470.00

941-747-7749 walkerserviceinc@aol.com 941-750-0048 Fax #

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 5.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

2/28/2017

3 REQUESTED MOTION/ACTION

a) Approve the Resolution authorizing budget adjustment BA17-032 in the amount of $88,500 to increase the account for landscape maintenance in Road & Bridge Infrastructure; and
b) Approve Change Order #3 to Contract #16-334, County Right of Way Landscape Maintenance - Annual Contract, as awarded to Walkers Service Inc. of Bradenton, Florida, for additional landscape services on Highway 771, from 776 to South Gulf Cove at a per cycle cost of $8,850.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
Approve the Resolution authorizing budget adjustment BA17-032 in the amount of $88,500 to increase the account for landscape maintenance in Road & Bridge Infrastructure. Funding is supplied from gas taxes.

Financial Impact Summary Statement
Funding is supplied from gas taxes.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On September 13, 2016 the Board approved the award of this annual contract for the specialty mowing and landscape maintenance of roadway right-of-way (ROW), easements, drainage facilities, medians, tree-scaped streets/sidewalks, and County-owned vacant lots throughout Charlotte County. This change order is to add the newly completed area of 771 from 776 to South Gulf Cove. A quote was received for the necessary services at a per cycle cost of $8,850 for a total change order amount of $88,500 for this calendar year. Therefore, recommend the approval of Change Order #3 to Contract 16-334, County Right of Way Landscape Maintenance - Annual Contract as awarded to Walkers Service Inc. of Bradenton, Florida.

Original Amount:	$1,648,245.00
Change Order #1	$70,340.00 (See Attached)
Change Order #2	$11,272.95 (See Attached)
This Change Order	$88,500.00
Revised Total	$1,818,357.95

ATTACHMENTS:

File Name	Description	Upload Date	Type
16334chgord3.pdf	Backup Material	2/7/2017	Backup Material
163341_CO.pdf	Administrative Change Order #1	2/8/2017	Backup Material
BA17-032_Landscape_Maintenance_Contract_Gasparilla_Rd.pdf	BA17-032 Landscape Maintenance	2/10/2017	Backup Material
RES_BA17-032_County_ROW_Landscape_Maint.doc	Resolution	2/14/2017	Backup Material

CHANGE ORDER

Contract No. 2016000334 C/O No. 3

Title of Project: County Right of Way Landscape Maintenance
Contractor: Walker Services, Inc.

Originating Dept: Public Works/Maintenance and Operations

Account No.:

Original Contract: $1,648,245.00

Previous Change Orders: ~~$1,613.00~~ ~~$81~~ 81,612.95

This Change Order: ~~$106,200.00~~ $88,500.00

New Contract Total: ~~$1,836,058.00~~ $1,818,357.95

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
ADD	~~12 (per EV)~~ 10	landscape maintenance services per the attached quotation	$8,850.00	~~$106,200.00~~ $88,500.00

CHANGE ORDER TOTAL: ~~$106,200.00~~ $88,500.00

continued on next page

CHANGE ORDER

No. 3 (continued)

General description of change (continued, if necessary) **Why is this being done?**

This is to add landscape maintenance services per the attached quotation.

Special Provisions: N/A

Contract Extension: N/A

New Contract Completion Date: N/A

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
12/21/2016	473

Account # CONTRACT#16-334

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
~~12~~ 10	HWY 771 - New widened road area with sidewalk From 776 to South Gulf Cove (2nd Entrance Sign) - CYCLES- MONTHLY RATE-MOWING ONLY	8,850.00	~~x106,200.00~~ $88,500.00

Total ~~$106,200.00~~ $88,500.00

941-747-7740 walkerserviceinc@aol.com 941-750-0848 Fax #

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible] R[illegible] [illegible] d[illegible] M[illegible]

Contract #	1[illegible]	**Change Order #**	2
Original Contract:	[illegible]1[illegible]8[illegible]2[illegible]00	**Original Contingency:**	[illegible]82[illegible]12[illegible]2[illegible]
Previous Change Orders:	[illegible]0[illegible]0[illegible]00	**Previous Contingency Changes:**	[illegible]0[illegible]0[illegible]00
This Change:	[illegible]11[illegible]2[illegible]2[illegible]	**New Contingency Balance:**	[illegible]0
Revised Contract Amount:	[illegible]1[illegible]2[illegible]8[illegible]	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:		**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible] R[illegible] [illegible] d[illegible] M[illegible]

Contract #	1[illegible]	**Change Order #**	2
Original Contract:	[illegible]1[illegible]8[illegible]2[illegible]00	**Original Contingency:**	[illegible]82[illegible]12[illegible]2[illegible]
Previous Change Orders:	[illegible]0[illegible]0[illegible]00	**Previous Contingency Changes:**	[illegible]0[illegible]0[illegible]00
This Change:	[illegible]11[illegible]2[illegible]2[illegible]	**New Contingency Balance:**	[illegible]0
Revised Contract Amount:	[illegible]1[illegible]2[illegible]8[illegible]	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:		**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible] R[illegible] [illegible] d[illegible] M[illegible]

Contract #	1[illegible]	**Change Order #**	1
Original Contract:	[illegible]1[illegible]8[illegible]2[illegible]00	**Original Contingency:**	[illegible]82[illegible]12[illegible]2[illegible]
Previous Change Orders:	[illegible]0[illegible]00	**Previous Contingency Changes:**	[illegible]0[illegible]00
This Change:	[illegible]0[illegible]0[illegible]00	**New Contingency Balance:**	[illegible]12[illegible]0[illegible]2[illegible]2[illegible]
Revised Contract Amount:	[illegible]1[illegible]18[illegible]8[illegible]00	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:		**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible] R[illegible] [illegible] d[illegible] M[illegible]

Contract #	1[illegible]	**Change Order #**	1
Original Contract:	[illegible]1[illegible]8[illegible]2[illegible]00	**Original Contingency:**	[illegible]82[illegible]12[illegible]2[illegible]
Previous Change Orders:	[illegible]0[illegible]00	**Previous Contingency Changes:**	[illegible]0[illegible]00
This Change:	[illegible]0[illegible]0[illegible]00	**New Contingency Balance:**	[illegible]12[illegible]0[illegible]2[illegible]2[illegible]
Revised Contract Amount:	[illegible]1[illegible]18[illegible]8[illegible]00	**Original Contract Time:**	0 **Calendar Days**
Current Completion Date:		**Previous Additional Time:**	0 **Calendar Days**

^^^

CHANGE ORDER

Contract No. 2016000334 C/O No. 1

Title of Project: County Right of Way Landscape Maintenance
Contractor: Walker Services, Inc.

Originating Dept: Public Works/Maintenance and Operations

Account No.:

Original Contract: $1,648,245.00

Previous Change Orders: N/A

This Change Order: $70,340.00

New Contract Total: $1,718,585.00

Charlotte County and Contractor hereby agree to change the Scope of Work at the agreed upon fee as outlined below:

General description of change: Attachments (Documents Supporting Change

ADD/DELETE	QTY	TYPE/DESCRIPTION	UNIT COST	TOTAL
ADD	1	landscape maintenance services at various locations per the attached quotation	$70,340.00	$70,340.00

CHANGE ORDER TOTAL: $70,340.00

continued on next page

WALKERS SERVICE INC.
5217 45th Avenue East
Bradenton, FL 34203

Quote

Date	Quote #
11/1/2016	469

Charlotte County Purchasing Division
18500 Murdock Circle #344
Port Charlotte, FL 33948

Account # CONTRACT#16-334

Project ROW LANDSCAPE MAINTENANCE

Qty	Description	Rate	Total
12	Rampart Blvd:- I-75 to Loveland MOWING & EDGING	2,090.00	25,080.00
12	Harbor Blvd: Midway to Veterans MOWING & EDGING	1,400.00	16,800.00
12	Gertrude Ave at Bridge off of Elkcam MOWING & EDGING	80.00	960.00
12	Two Placida Signs on Gasparilla MOWING & EDGING	240.00	2,880.00
2	Two Placid Signs: MULCH	140.00	280.00
12	US 41 Access Roads New Plant Areas LANDSCAPE MAINTENANCE	480.00	5,760.00
	US 41 Access Roads (currently maintain) & New Plant Areas (areas together)		
2	FERTILIZATION	560.00	1,120.00
1	CANOPY TREE TRIMMING	1,800.00	1,800.00
1	PALM TREE TRIMMING	2,500.00	2,500.00
2	MULCH DRESSING	4,200.00	8,400.00
1	Jones Loop PALM TREE TRIMMING	3,800.00	3,800.00
12	Edgewater: Bayshore to US 41 medians and sidewalks MOWING & EDGING	80.00	960.00

Total $70,340.00

941-747-7740 walkerserviceinc@aol.com 941-750-0048 Fax #

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 8.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Change Order #16 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, for adding a location, Record Center, 1544 Market Circle Building, Port Charlotte, Florida, 33984 for once a week cleaning for $395 per month, and additional services at an existing location: Fleet Building, 18000 Paulson Drive, Port Charlotte, Florida, 33948 for an additional $125 per month. ~~for a new total monthly price of $1,500~~.
****Change, Updated Wording, Added Attachment - Revised 16-420 CO 16 Price Proposal Fleet and New Records, 5/9/19****

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from the General Fund approved in the FY19 budget process.

Financial Impact Summary Statement
Funding for this expenditure comes from General Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. This Change Order is to provide services at the Record Center, 1544 Market Circle Building, Port Charlotte, Florida, 33984 for once a week cleaning for $395 per month, and additonal services at an existing location: Fleet Building, 18000 Paulson Drive, Port Charlotte, FL, 33948 for 536 sq. ft. of additional office space at the facility for $125 per month for a new total monthly price of $1,500.

Therefore, request the Board of County Commissioners approve Change Order #16 to Contract #16-420, Cleaning Services amending the monthly rate for Fleet and adding the Record Center as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Previous Change Order #5 BCC approved 4.11.2017	4/17/2017	Backup Material
16-420_CO_6_Price_Proposal_-_Sheriff_District_1-AtYour_Service.pdf	AtYourServiceProposal dated April 12 2017 Sheriff's District 1	4/17/2017	Backup Material
16-420_CO_7_PriceProposalSheriffAdminPG-AtYourService.pdf	CO #7 AtYourServiceProposaldated20170425	5/1/2017	Backup Material

16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	CO# 7 992 Tamiami Trail location	5/19/2017	Backup Material
16-420_CO_8_NovusApprovalAYS_20170725.pdf	Previous Change Order #8 BCC approved 7.25.2017	8/30/2017	Backup Material
16-420_CO9_proposal_AYS_SheriffDistrict3.pdf	CO#9 AtYourServiceProposaldated20170825	8/30/2017	Backup Material
16-420_CO_10_PriceProposalSouthCountyAnnex.pdf	CO 10 AtYourServiceProposalSouthCountyAnnex	11/7/2017	Backup Material
16-420_CO_11_SignedNoticeofAcceptanceLetterAYS20180314.pdf	Previous Change Order #11 BCC approved	4/23/2019	Backup Material
16-420_CO_12_NovusApprovalSignedLetterandPOChangeorder.pdf	CO #12 BCC approved	4/23/2019	Backup Material
16-420_CO_13_SignedNoticeofAcceptanceLetterAYS.pdf	CO#13 BCC Approved	4/23/2019	Backup Material
16-420_CO_14_NovusApprovalAYS20180710.pdf	CO #14 BCC approved	4/23/2019	Backup Material
16-420_CO_15_SignedNoticeofAcceptanceLetterAYS.pdf	CO# 15 BCC approved	4/23/2019	Backup Material
16-420_CO#16_Backup_Fleet_and_new_Records_Center.docx	CO 16 Price Proposal	4/23/2019	Backup Material
Revised_16-420_CO_16_PriceProposalFleetandNewRecords-AYS_20190423.pdf	Revised 16-420 CO 16 Price Proposal Fleet and New Records	5/9/2019	Backup Material

PROPOSAL

At Your Service CLEANING GROUP

~~1920 Northgate Industrial Blvd., Suite A-11~~
~~Sarasota, Florida 34234~~

www.ayscleaninggroup.com

service and reliability at the forefront of every project

Mailing Address
PO Box 51746
Sarasota, FL 34232

Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner HEALTH DEPARTMENT

Address 1100 LOVELAND BLVD.

City PORT CHARLOTTE State FL

Zip Code _____ Phone _____

Lot _____ County _____

Subdivision _____

Bill To CHARLOTTE COUNTY

Address 18500 MURDOCK CIR.

City PORT CHARLOTTE State FL

Zip Code _____ Phone _____

Approximate Installation Date _____

Job Type JANITORIAL SERVICES

Email _____

CHANGE ORDER REQUEST TO INCREASE SERVICE LEVEL TO 5 DAYS PER WEEK

SERVICE WILL BE PERFORMED PER THE CONTRACTED SPECIFICATIONS, ANY SERVICES REQUESTED ABOVE AND BEYONE THE REQUIRED SPECIFICATIONS WOULD REQUIRE AN ADDITIONAL CHARGE.

PLEASE SEE ATTACHED THE SERVICES AREAS BREAKDOWN PER DAY & WEEK

OLD PRICE: $ 1,714.09 PER MONTH

NEW PRICE: $3,692.11 PER MONTH

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM 11/2/16 DATE

Purchaser _____ Date _____

AYS Representative *Heather Miller*

Contract Price Sales Tax NOT Included	SEE ABOVE
Less Deposit	N/A
Balance Due	SEE ABOVE

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

Contract #	_____	**Change Order #**	_____
Original Contract:	_____	**Original Contingency:**	_____
Previous Change Orders:	_____	**Previous Contingency Changes:**	_____
This Change:	_____	**New Contingency Balance:**	_____
Revised Contract Amount:	_____	**Original Contract Time:**	_____ Calendar Days
Current Completion Date:	_____	**Previous Additional Time:**	_____ Calendar Days

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM
Enter Project Title

Contract #	2016000420	**Change Order #**	2
Original Contract:	$439,095.00	**Original Contingency:**	$21,954.75
Previous Change Orders:	$23,736.24	**Previous Contingency Changes:**	$0.00
This Change:	$2,760.00	**New Contingency Balance:**	$19,194.75
Revised Contract Amount:	$465,591.24	**Original Contract Time:**	365 **Calendar Days**
Current Completion Date:	9/30/2017	**Previous Additional Time:**	0 **Calendar Days**

^^^

PROPOSAL

October 26, 2016

Proposed to: Charlotte County
Contact: Vicki Chichura, Project Coordinator
E-Mail: vicki.chichura@charlottecountyfl.gov
Phone: 941-623-1054

RE: Additional work - Bid No. 2016000420

Quote is for cleaning 2 additional restrooms.

Pricing: 2 @ $115.00 per month, $230.00 total

American Facility Services, Inc.
Harold Angel, Vice President

American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004
(770) 740-1613 / (770) 475-7720 Fax

Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

February 16, 2017

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #3 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on February 14, 2017 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Addition - cleaning schedule for additional cleaning services at the Grace Street Annex Facility revising the monthly rate for the facility from $595 to $1,067.46 per month.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 2/17/17

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

2/14/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #3 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for additional cleaning services at the Grace Street Annex Facility revising the monthly rate for the facility from $595 to $1,067.46 per month.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from various departments approved in the FY17 Budget Process.

Financial Impact Summary Statement
Funding for this expenditure comes from various dept. orgs.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract stipulates public restrooms and lobby areas are to be cleaned 5 days a week and all other areas get 1 cleaning per week. This Change Order is to add additional services for the new tenant space utilized by the Care Here Clinic for 5 days per week per health care standards since service areas are frequented by the public. This is a Health Care Facility which requires a higher level of cleaning and is at the request and agreement of the Health Department. In addition, Florida Rural Legal Aid office at 1 day a week cleaning per normal contract terms. Therefore, request the Board of County Commissioners approve Change Order #3 to Contract #16-420, Cleaning Services amending the cleaning schedule for the Grace Street Annex facility and amending the monthly rate as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
16-420_CO_3_PriceProposalGraceStreetAnnexAtYourService.pdf	At Your Service Price Proposal dated 12.27.16	1/17/2017	Backup Material
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible]R[illegible]

Contract #	201[illegible]000[illegible]20	**Change Order #**	[illegible]
Original Contract:	[illegible]8[illegible]00[illegible]	**Original Contingency:**	[illegible]2[illegible]20[illegible]0[illegible]
Previous Change Orders:	[illegible]	**Previous Contingency Changes:**	[illegible]0[illegible]00
This Change:	[illegible]1[illegible]800[illegible]00	**New Contingency Balance:**	[illegible]22[illegible]120[illegible]0[illegible]
Revised Contract Amount:	[illegible]80[illegible]200[illegible]	**Original Contract Time:**	[illegible] **Calendar Days**
Current Completion Date:	[illegible]/[illegible]0/201[illegible]	**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM
CLEANING SVS-CHARLOTTE COUNTY FACILITIES-ANNUAL

Contract #	2016000420	**Change Order #**	4
Original Contract:	$478,400.76	**Original Contingency:**	$23,920.04
Previous Change Orders:	$36,545.76	**Previous Contingency Changes:**	$0.00
This Change:	$1,800.00	**New Contingency Balance:**	$22,120.04
Revised Contract Amount:	$480,200.76	**Original Contract Time:**	365 Calendar Days
Current Completion Date:	9/30/2017	**Previous Additional Time:**	0 Calendar Days

^^^

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

4/11/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #5 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, to increase service levels from 1 day a week service to 5 days per week at both of the Public Works Maintenance Operations locations: 1. 7000 Florida Street, Punta Gorda Facility revising the monthly rate for the facility from $193.33 to $1,183.22 per month and, 2. San Casa Drive, Englewood location revising the monthly rate from $133.98 to $886.38 per month.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from various departments approved in the FY17 Budget Process.

Financial Impact Summary Statement
Funding for this expenditure comes from various dept. orgs.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract stipulates public restrooms and lobby areas are to be cleaned 5 days a week and all other areas get 1 cleaning per week. This Change Order is to add additional services from 1 day a week to a 5 day service per week. Therefore, request the Board of County Commissioners approve Change Order #5 to Contract #16-420, Cleaning Services amending the cleaning schedule for the Public Works Maintenance and Operations facilities and amending the monthly rate as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_Price_Proposal_PW_M___O_AtYourService.pdf	At Your Service Proposal dated 2.20.2017	3/17/2017	Backup Material

April 11, 2017

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #5 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on April 11, 2017 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Addition - cleaning schedule to increase service levels from 1 day a week service to 5 days per week at both of the Public Works Maintenance Operations locations: 1. 7000 Florida Street, Punta Gorda Facility revising the monthly rate for the facility from $193.33 to $1,183.22 per month and, 2. San Casa Drive, Englewood location revising the monthly rate from $133.98 to $886.38 per month.~~at the Grace Street Annex Facility revising the monthly rate for the facility from $595 to $1,067.46 per month.~~ MB

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

K A Corbett

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 4/12/17

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

PROPOSAL

729 North Lime Avenue
Sarasota, FL 34237
www.ayscleaninggroup.com

service and reliability at the forefront of every project

Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Lot_____ County _____

Subdivision _____

Bill To_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Approximate Installation Date_____

Job Type _____

Email _____

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM_____ DATE

Purchaser_____ Date_____

AYS Representative Ray Ojeda

Contract Price Sales Tax NOT Included	
Less Deposit	
Balance Due	

PROPOSAL

At Your Service CLEANING GROUP
~~1920 Northgate Industrial Blvd., Suite A-11~~
~~Sarasota, Florida 34234~~
www.ayscleaninggroup.com
service and reliability at the forefront of every project

Mailing Address
PO Box 51746
Sarasota, FL 34232
Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner SHERIFF'S ADMINISTRATION
Address 7474 UTILITIES RD.
City PUNTA GORDA State FL
Zip Code _____ Phone _____
Lot _____ County _____
Subdivision _____

Bill To CHARLOTTE COUNTY
Address 18500 MURDOCK CIR.
City PORT CHARLOTTE State FL
Zip Code _____ Phone _____
Approximate Installation Date _____
Job Type JANITORIAL SERVICES
Email _____

CHANGE CLEANING AT CCSO'S OFFICE TO 2X A WEEK, DAYTIME SERVICE

CURRENT COST: $1,708.10 PER MONTH

NEW COST FOR : $3,703.10 PER MONTH

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM 4/25/2017 DATE

Purchaser _____ Date _____

AYS Representative Heather Miller

Contract Price Sales Tax NOT Included	SEE ABOVE
Less Deposit	N/A
Balance Due	SEE ABOVE

PROPOSAL

729 North Lime Avenue
Sarasota, FL 34237
www.ayscleaninggroup.com

service and reliability at the forefront of every project

Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Lot_____ County _____

Subdivision _____

Bill To_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Approximate Installation Date_____

Job Type _____

Email _____

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM_____ DATE

Purchaser_____ Date_____

AYS Representative Ray Ojeda

Contract Price Sales Tax NOT Included	
Less Deposit	
Balance Due	

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 3.

---

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

7/25/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #8 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, for adding services at a new location: Charlotte County Tourism Development, 1700 Tamiami Trail, Suite G, Port Charlotte, Florida for once per week cleaning services for offices and five (5) times a week cleaning for lobby and restroom for $450 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Funding from various departments approved in the FY17 Budget Process.

Financial Impact Summary Statement
Funding for this expenditure comes from various dept. orgs.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract public restrooms and lobby areas are to be cleaned 5 days per week and all other areas are cleaned 1 day per week.

This Change Order is to add a new location: Charlotte County Tourism Development, 1700 Tamiami Trail, Suite G, Port Charlotte, Florida for once per week cleaning services for offices and five (5) times a week cleaning for lobby and restroom for $450 per month. The public restroom and lobby at the facility remain on the 5 days per week schedule. Therefore, request the Board of County Commissioners approve Change Order #8 to Contract #16-420, Cleaning Services amending the cleaning schedule and adding the Tourism Development services as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Previous Change Order #5 BCC approved 4.11.2017	4/17/2017	Backup Material
16-420_CO_6_Price_Proposal_-_Sheriff_District_1-AtYour_Service.pdf	AtYourServiceProposal dated April 12 2017 Sheriff's District 1	4/17/2017	Backup Material
16-420_CO_7_PriceProposalSheriffAdminPG-AtYourService.pdf	CO #7 AtYourServiceProposaldated20170425	5/1/2017	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	CO# 7 992 Tamiami Trail location	5/19/2017	Backup Material
16-420_CO8Tourist1700TamiamiTrail-ATYProposaldated20170627.pdf	CO#8TouristDev1700TamiamiTrailSuiteGlocation	6/28/2017	Backup Material

PROPOSAL

Physical Address: 729 North Lime Ave Sarasota, FL 34237
Mailing Address: PO Box 51746 Sarasota, FL 34232
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	CHARLOTTE COUNTY PURCHASING DIVISION
Customer/Job Name:	SHERIFF OFFICE PROMENADES MALL (DISTRICT 3)
Bill To Address:	18500 MURDOCK CIR. SUITE 344 PORT CHARLOTTE, FL
Job Address:	3280 TAMIAMI TR. PORT CHARLOTTE, FL
Email Address:	dhealey@ccsofl.net
Phone Number(s):	Home: Cell:

DESCRIPTION OF WORK BEING QUOTED

ADDITION TO CURRENT SERVICE – CHANGE CLEANING FREQUENCY FROM 1X A WEEK TO 2X A WEEK

COST FOR ADDITIONAL CLEANING DAY $390.00 PER MONTH

CURRENT PRICE $710.50 PER MONTH

NEW PRICE $1,100.50 PER MONTH

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

ALL JOBS OVER $500.00
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM 8/25/17

Purchaser Signature

AYS Representative *Ray Ojeda*

Contract Price Sales Tax NOT Includes, will be charged accordingly	SEE ABOVE
Less Deposit If required, see note above	N/A
Balance Due	N/A

PROPOSAL

~~1920 Northgate Industrial Blvd., Suite A-11~~
~~Sarasota, Florida 34234~~
www.ayscleaninggroup.com
service and reliability at the forefront of every project

Mailing Address
PO Box 51746
Sarasota, FL 34232
Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner_____ Bill To_____

Address _____ Address _____

City_____ State _____ City_____ State _____

Zip Code_____ Phone _____ Zip Code_____ Phone _____

Lot_____ County _____ Approximate Installation Date_____

Subdivision _____ Job Type _____

Email _____

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

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ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM_____ DATE

Purchaser_____ Date_____

AYS Representative Heather Miller

Contract Price Sales Tax NOT Included	
Less Deposit	
Balance Due	

Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

March 13, 2018

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #11 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on March 13, 2018 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – adding services at two (2) new locations: Tom Adams Bridge Tenderhouse, Beach Road, Englewood, Florida for once per week cleaning services for 216.50 per month/$2,598 per year with option for a one (1) time construction clean of $350 before weekly service is started. The second location is JB House Trailer and two (2) Outside Restrooms, 19815 Kenilworth Blvd., Port Charlotte, Florida for once per week cleaning services for $135 per month/$1,620 per year.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

K A Corbett

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 3/14/18

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

BOARD OF COUNTY COMMISSIONERS

Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		THIS IS A REVISED PURCHASE ORDER		
		Cleaning Contract for Group A Contract# 20160000420 per attached spreadsheet for locations		69,600.00
		FY18 Annual PO		
		Administration Complex - Admin - A		
		Administration Complex - Admini- B		
		Administration Complex - Facilities Building D		1,566.00
		Administration Complex - BCS		9,410.52
		Medical Examiner		3,828.00
		East Port Environmental Campus - Administration - Unit 1 - CCU		12,992.04
		East Port Environmental Campus - Administration - Unit 2 - Solid Waste/Landfill		2,389.56
		East Port Environmental Campus - Administration - Unit 3 - Cooperative Ext		1,954.56
		East Port Environmental Campus - Administration - Unit 4 - MPO -		736.56
		East Port Environmental Campus - Operations Building 1 (Offices in Warehouse side)		250.56
		East Port Environmental Campus - Operations Building 2 (Main side of		6,960.00

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount
	E 0001.191401.519.34.0024	1,566.00		E 0001.684001.564.34.0024	4,782.12
	E 0001.191403.519.34.0024	69,600.00	E g311847.330.60047	E 1025.192201.515.34.0024	736.56
	E 0001.191409.519.34.0024	112,503.96		E 1030.252003.524.34.0024	9,410.52
	E 0001.210215.527.34.0024	3,828.00		E 1088.645310.564.34.0024	1,786.44
	E 0001.362801.537.34.0024	904.80		E 4011.363201.534.34.0024	3,247.92
	E 0001.393401.537.34.0024	1,954.56		E 4031.378001.536.34.0024	13,242.60
	E 0001.663001.562.34.0024	2,575.20		E 4031.378010.536.34.0024	3,480.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS
Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		bldg non-warehouse)		
		Justice Center		112,503.96
		Change Order #12 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for additional cleaning services at the Justice Dept. revising the monthly rate for the facility from $1,714.09 to $3,692.11 per month. (This increase for 6 months will be $11,700.)		
		Human Services - Loveland		4,782.12
		Municipal Solid Waste		858.36
		Airport Road Annex - Transit Department		951.24
		Change Order To change Lines 14 & 15 account numbers since there is no longer a split or grants associated and update description of line 15 to Transit Trailer rather than Dept. per Sheri Leibman		
		Airport Road Annex - Transit Trailer		835.20
		Change Order To change Lines 14 & 15 account numbers since there is no longer a split or grants associated and update description of line 15 to Transit Trailer rather than Dept. per Sheri Leibman		

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount
	E 0001.191405.519.34.0024	8,700.00		E 1031.896403.521.34.0024	62,371.60
	E 0001.191406.519.34.0024	15,587.34		E 1036.445111.541.34.0024	2,319.96
	E 0001.191407.519.34.0024	5,300.04		E 4031.378008.536.34.0024	835.20
	E 0001.292403.529.34.0024	13,137.00		E 4031.378022.535.34.0024	5,959.56
	E 0001.610209.569.34.0024	4,068.12		E 5011.191011.519.34.0024	2,505.60
	E 0001.794605.572.34.0024	9,028.80		E 5021.145201.519.34.0024	1,815.36
	E 1001.445001.541.34.0024	15,503.64		E 5021.145203.519.34.0024	2,325.36

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Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS

Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		Airport Road Annex - Sheriff's Training		4,403.40
		Airport Road Annex - Sheriff's Training Portable Restrooms Trailer		
		South County Annex		11,774.04
		Public Safety Building		13,137.00
		Sheriff's Administration Office		33,703.20
		Sheriff:District II & IV - Promenades Mall **Change Order #9 to add/increase $390/month for a new total cost of $33,703.20		
		Public Works - Maintenance & Operations and Admin		2,319.96
		Public Works - PW Lighting Office and Shop		2,319.96
		Public Works Sign Shop Trailer		261.00
		Public Works Sign and Marking Building		1,044.00
		Fuel Islands (JB & PG)		2,325.36
		Environment Campus Trailer		835.20
		Family Services Center		4,068.12
		Fleet		1,815.36
		Historical Courthouse		8,700.00
		Employee Health Ctr.		2,505.60
		CCU Loveland		5,959.56
		West County Annex		5,300.04
		Public Works Englewood		9,028.80
		M&O Operations at San Casa		1,607.76
		Health Dept - Loveland Blvd.		20,569.08

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount
	E 0001.191413.519.34.0024	9,607.14		E 1198.610211.562.34.0024	44,307.48
	E 0001.610211.562.34.0024	3,202.38		E 4011.363311.534.34.0024	464.04
	E 1001.445401.541.34.0024	2,687.76		E 4011.363313.534.34.0024	534.12
	E 1001.445501.541.34.0024	2,082.00			
	E 1027.794801.575.34.0024	5,400.00			
	E 1031.896410.521.34.0024	29,100.00			
	E 1031.896411.521.34.0024	3,575.00			

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Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS

Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		Grace St Annex - Historical Center		1,417.38
		Change Order To reduce Line 35 Grace Street Annex by $4252.14 to amount paid ($1417.38) and create a new line (see 46.) for remaining amount $4,252.14 per Sheri Leibman 2/5/2018		
		Mid County Recycle		464.04
		West County Mini Recycle		534.12
		Health Dept - Loveland Blvd. Additional Services		23,738.40
		Additional Grace Street Offices		1,785.00
		Change Order To reduce Line 39 Additional Grace Street Offices by $5,355 to amount paid ($1785) and create a new line (see 47.) for remaining amount $5,355 per Sheri Leibman 2/5/2018		
		CO#6 CCSO District 1 - Added 5/17		29,100.00
		CO#5 Change Service at Public Works M&O 7000 Florida		11,878.68
		CO#7 Change Service at Charlotte County Sheriff Admin office. 7474 Utilities Rd PG from 1 day a wk to 2 days a wk		23,940.00
		CO#7 Change Service at Charlotte County SheriffDistrict II office. 922 Tamiami Trail, Suite A		

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount

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Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS
Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
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SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

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SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		CO#7 Change Service at Charlotte County SheriffDistrict II office. 922 Tamiami Trail, Suite A		325.00
		Change Order To reduce Line 43 Sheriff District 11 $3,575 to amount paid ($325) and create a new line (see 48.) for remaining amount $3,575 per Sheri Leibman 2/5/2018		
		CO#8 Change Service at Charlotte County Tourism 1700 Tamiami Trail, Suite G		5,400.00
		Change Order #10 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for adding services at existing location: South County Annex, 410 Taylor Street, Punta Gorda Florida 33950 for increase from current once per week cleaning services for $981.17 per month at the facility for an additional $381.33 per month for a new total monthly price of $1,362.50 per month. (10 months x 318.30=$3,813.30) approved by the BCC 11.28.2017		3,813.30
		Change Order To reduce Line 35 Grace Street Annex by $4252.14 to amount paid ($1417.38) and create a new		4,252.14

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS
Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		line (see 46.) for remaining amount $4,252.14 per Sheri Leibman 2/5/2018		
		Change Order To reduce Line 39 Additional Grace Street Offices by $5,355 to amount paid ($1785) and create a new line (see 47.) for remaining amount $5,355 per Sheri Leibman 2/5/2018		5,355.00
		Change Order To reduce Line 43 Sheriff District 11 $3,575 to amount paid ($325) and create a new line (see 48.) for remaining amount $3,575 per Sheri Leibman 2/5/2018		3,575.00
		Change Order 11: adding services at: Tom Adams Bridge Tenderhouse, Beach Road, Englewood, Florida for once per week cleaning services for 216.50 per month/$2,598 per year with option for a one (1) time construction clean of $350 before weekly service is started.		2,082.00
		Change Order 11: adding services at JB House Trailer and two (2) Outside Restrooms, 19815 Kenilworth Blvd., Port Charlotte, Florida for once per week cleaning services for $135 per month/$1,620 per year.		1,080.00

BILL TO: CHARLOTTE COUNTY PURCHASING
18500 MURDOCK CIRCLE
SUITE 344
PORT CHARLOTTE, FL 33948-1094

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	480,036.18
TAX	0.00
FREIGHT	0.00
TOTAL	480,036.18

Project Number	Account Number	Amount	Project Number	Account Number	Amount

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Kimberly A. Corbett
Authorized Signature

April 10, 2018

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #12 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on April 10, 2018 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – adding services at an existing location, Charlotte County Justice Center, 350 East Marion Avenue, Punta Gorda, Florida for additional cleanings at the Justice Center for all nine (9) courtrooms at this facility for an additional $1,950 per month. This increases cleaning from 1x per week to 5x per week for the Public Courtrooms.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 4/10/18

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

Approved

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 6.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

4/10/2018

3 REQUESTED MOTION/ACTION

Approve Change Order #12 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for additional cleaning services at the Justice Center revising the monthly rate for the facility from $8,400.33 to $10,350.33 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from various departments approved in the FY18 Budget Process.

Financial Impact Summary Statement
No additional impacts.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which is divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract for the Justice Center, 350 East Marion Avenue, Punta Gorda, Florida is for once per week cleaning services for courtrooms at the facility for $8,400.33 per month.

This Change Order is to increase services from the current once per week cleaning services to five (5) days per week cleaning services for all nine (9) courtrooms at the facility for an additional $1,950 per month for a new total monthly price of $10,350.33 in lieu of the current one (1) day per week. The courtrooms are heavily used and are considered public areas much like lobbies and waiting rooms. Therefore, request the Board of County Commissioners approve Change Order #12 to Contract #16-420, Cleaning Services amending the cleaning schedule and adding these services as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Previous Change Order #5 BCC approved 4.11.2017	4/17/2017	Backup Material
16-420_CO_6_Price_Proposal_-_Sheriff_District_1-AtYour_Service.pdf	AtYourServiceProposal dated April 12 2017 Sheriff's District 1	4/17/2017	Backup Material
16-420_CO_7_PriceProposalSheriffAdminPG-AtYourService.pdf	CO #7 AtYourServiceProposaldated20170425	5/1/2017	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	CO# 7 992 Tamiami Trail location	5/19/2017	Backup Material
16-420_CO_8_NovusApprovalAYS_20170725.pdf	Previous Change Order #8 BCC approved 7.25.2017	8/30/2017	Backup Material
16-420_CO9_proposal_AYS_SheriffDistrict3.pdf	CO#9 AtYourServiceProposaldated20170825	8/30/2017	Backup Material
16-420_CO_10_PriceProposalSouthCountyAnnex.pdf	CO 10 AtYourServiceProposalSouthCountyAnnex	11/7/2017	Backup Material
16-420_CO_11_PriceProposalAYSTomAdamsJBYard.pdf	CO #11 AYS Proposal	2/15/2018	Backup Material
16-420_CO_12_PriceProposalJusticeCenterAYS20180314.pdf	CO #12 JuscticeCenterAtYourServiceProposal	3/21/2018	Backup Material

Cheri - Issue Notice of Acceptance letter.

PROPOSAL

Physical Address: 729 North Lime Ave Sarasota, FL 34237
Mailing Address: PO Box 51746 Sarasota, FL 34232
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	CHARLOTTE COUNTY PURCHASING DIVISION
Customer/Job Name:	JUSTICE CENTER
Bill To Address:	18500 MURDOCK CIR. SUITE 344 PORT CHARLOTTE, FL
Job Address:	350 EAST MARION AVE. PUNTA GORDA, FL
Email Address:	RandyCole@charlottecountyfl.gov
Phone Number(s):	Home: Cell:

DESCRIPTION OF WORK BEING QUOTED

Increase cleaning of the courtrooms from 1x a week to 5x a week

Additional $1,950.00 per month

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

ALL JOBS OVER $500.00
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM 3/14/18

Purchaser Signature

AYS Representative *Heather Miller*

Contract Price Sales Tax NOT Includes, will be charged accordingly	See Above
Less Deposit If required, see note above	N/A
Balance Due	N/A

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES. Beginning on date of execution/signing of proposal, At Your Service Cleaning Group, Inc. will provide to Customer/Client the services described in the attached proposal (collectively, the "Services").

2. PAYMENT. Payment shall be made to At Your Service Cleaning Group, Inc., Sarasota, Florida 34237, upon completion of the services described in this Contract.

Customer/Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer/Client fails to pay for the Services when due, At Your Service Cleaning Group, Inc. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by At Your Service Cleaning Group, Inc. of the Services required by this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a) The failure to make a required payment when due.
b) The insolvency or bankruptcy of either party.
c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

15. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

16. OTHER. All baseboards and walls will be covered with plastic protective sheeting when required however there is the possibility some paint will come off when tape is removed. AYS will move furniture when necessary however we assume no liability should anything gets broken or damaged. AYS cannot guarantee that all stains will come up. AYS cannot guarantee that patch work will match 100%

Purchaser Initials _____

May 23, 2018

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #13 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on May 22, 2018 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – adding services to the new West County Annex Building per contract specifications for once per week office cleaning services, clinic for two (2) days per week cleaning services, and the public restrooms and lobbies five (5) times a week for an additional $1,875 per month.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

K A Corbett

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 5/25/18

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

7/10/2018

3 REQUESTED MOTION/ACTION

Approve Change Order #14 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, to add additional cleaning services for the Sheriff's Department for $2,190 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No Action Needed. Amount Budgeted in FY18

Financial Impact Summary Statement
Funding for this expenditure comes from the General Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which is divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract.

This Change Order is to increase frequency of cleaning offices and staff restrooms at an existing location: Charlotte County Sheriff's Office, Administration, 7474 Utilities Road, Punta Gorda, Florida. The change is an increase from current twice per week cleaning services for $3,703.10 per month to three times per week cleaning services for an additional $1,995 per month for a new total monthly price of $5,698.10 per month.

Secondly, to add a new location: Charlotte County Sheriff's Crime Prevention Office, Town Center Mall, 1441 Tamiami Trail, Unit 385, Port Charlotte, Florida for twice per week cleaning services for $195 per month.

Therefore, request the Board of County Commissioners approve Change Order #14 to Contract #16-420, Cleaning Services amending the cleaning schedule and adding these services as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Change Order #1	1/17/2017	Cover Memo
164202_CO.pdf	Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Change Order #3	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Change Order #5	4/17/2017	Backup Material
Change_Order_#6.pdf	Change Order #6	5/2/2018	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	Change Order #7	5/19/2017	Backup Material
16-420_CO_8_NovusApprovalAYS_20170725.pdf	Change Order #8	8/30/2017	Backup Material
16-420_CO9_proposal_AYS_SheriffDistrict3.pdf	Change Order #9	8/30/2017	Backup Material
16-420_CO_10_PriceProposalSouthCountyAnnex.pdf	Change Order #10	11/7/2017	Backup Material
16-420_CO_11_PriceProposalAYSTomAdamsJBYard.pdf	Change Order #11	2/15/2018	Backup Material
16-420_CO_12_PriceProposalJusticeCenterAYS20180314.pdf	Change Order #12	3/21/2018	Backup Material
16-420_CO_13_Backup_new_west_county_annex-AYS.pdf	Change Order #13	5/2/2018	Backup Material
16-420_CO_14_PriceProposalSheriff-PG_and_Mall.pdf	Change Order #14	6/8/2018	Backup Material

February 12, 2019

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #15 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on February 12, 2019 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – to the existing location: Charlotte County Building and Construction Services, for additional cleaning services at the new addition of BCS ($200 per month).
Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 2/13/19

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PROPOSAL

729 North Lime Ave Sarasota, FL 34237
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	Charlotte County purchasing Division
Customer/Job Name:	Fleet Building
Bill To Address:	18500 Murdock Cir . Port Charlotte FL.
Job Address:	18000 Paulson Dr. Port Charlotte FL.
Email Address:	Robert.levasseur@charlottecountyfl.gov
Phone Number(s):	Home/Office: (941) 623-1055 Cell: (941) 740-0593

DESCRIPTION OF WORK BEING QUOTED

HVAC Office : Add536 sqft of additional office space to be cleaned 1 x a week per contract specs

Add $125.00 per month / $1500.00 per year to current service

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM

Purchaser Signature

AYS Representative George Perez

Contract Price Sales Tax NOT Includes, will be charged accordingly	$125.00 per month
Less Deposit If required, see note above	N/A
Balance Due	$125.00 per month

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES. Beginning on date of execution/signing of proposal, At Your Service Cleaning Group, Inc. will provide to Customer/Client the services described in the attached proposal (collectively, the "Services").

2. PAYMENT. Payment shall be made to At Your Service Cleaning Group, Inc., Sarasota, Florida 34237, upon completion of the services described in this Contract.

Customer/Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer/Client fails to pay for the Services when due, At Your Service Cleaning Group, Inc. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by At Your Service Cleaning Group, Inc. of the Services required by this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a) The failure to make a required payment when due.
b) The insolvency or bankruptcy of either party.
c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

15. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

16. OTHER. All baseboards and walls will be covered with plastic protective sheeting when required however there is the possibility some paint will come off when tape is removed. AYS will move furniture when necessary however we assume no liability should anything gets broken or damaged. AYS cannot guarantee that all stains will come up. AYS cannot guarantee that patch work will match 100%

Purchaser Initials _____

PROPOSAL

729 North Lime Ave Sarasota, FL 34237
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	Charlotte County purchasing Division
Customer/Job Name:	Fleet Building
Bill To Address:	18500 Murdock Cir . Port Charlotte FL.
Job Address:	18000 Paulson Dr. Port Charlotte FL.
Email Address:	Robert.levasseur@charlottecountyfl.gov
Phone Number(s):	Home/Office: (941) 623-1055 Cell: (941) 740-0593

DESCRIPTION OF WORK BEING QUOTED

HVAC Office : Add536 sqft of additional office space to be cleaned 1 x a week per contract specs

Add $125.00 per month / $1500.00 per year to current service

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM

Purchaser Signature

AYS Representative George Perez

Contract Price Sales Tax NOT Includes, will be charged accordingly	$125.00 per month
Less Deposit If required, see note above	N/A
Balance Due	$125.00 per month

GENERAL TERMS AND CONDITIONS

PROPOSAL

729 North Lime Ave Sarasota, FL 34237
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	Charlotte County Purchasing Division
Customer/Job Name:	Record Center
Bill To Address:	18500 Murdock Cir . Port Charlotte FL.
Job Address:	1544 Market Circle Building
Email Address:	Robert.levasseur@charlottecountyfl.gov
Phone Number(s):	Home/Office: (941) 623-1055 Cell: (941) 740-0593

DESCRIPTION OF WORK BEING QUOTED

One Day A Week Cleaning

High dusting , low dusting , clean and sanitize Kitchen , Clean and sanitize both bathroom's clean all glass doors pick up all trash Dust and wipe all furniture dust mop all floors and wet mop all Floors

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM

Purchaser Signature

AYS Representative George Perez

Contract Price Sales Tax NOT Includes, will be charged accordingly	$395.00 per month
Less Deposit If required, see note above	N/A
Balance Due	$395.00 per month

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 9.

---

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Change Order #17 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, for adding a location, Fire/EMS Vehicle Maintenance building, 26581 Airport Road, Punta Gorda, Florida, for once a week cleaning for $795 per month, and additional services at an existing location: Firing Range Support Building, Airport Road Annex, 25500 Airport Road, Punta Gorda, Florida, for an additional $895 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from the General Fund and the Charlotte County Fire Rescue Fund approved in the FY19 budget process.

Financial Impact Summary Statement
Funding for this expenditure comes from General Fund and the Charlotte County Fire Rescue Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. This Change Order is to provide services at Fire/EMS Vehicle Maintenance building, 26581 Airport Road, Punta Gorda, Florida, for once a week cleaning for $795 per month, and additional services at an existing location: Firing Range Support Building, Airport Road Annex, 25500 Airport Road, Punta Gorda, Florida, for an additional $895 per month for cleaning two (2) days a week.

Therefore, request the Board of County Commissioners approve Change Order #17 to Contract #16-420, Cleaning Services amending the monthly rate for Fire/EMS Vehicle Maintenance Building and adding the Firing Range Support Building as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Previous Change Order #5 BCC approved 4.11.2017	4/17/2017	Backup Material
16-420_CO_6_Price_Proposal_-_Sheriff_District_1-AtYour_Service.pdf	AtYourServiceProposal dated April 12 2017 Sheriff's District 1	4/17/2017	Backup Material
16-420_CO_7_PriceProposalSheriffAdminPG-AtYourService.pdf	CO #7 AtYourServiceProposaldated20170425	5/1/2017	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	CO# 7 992 Tamiami Trail location	5/19/2017	Backup Material
16-420_CO_8_NovusApprovalAYS_20170725.pdf	Previous Change Order #8 BCC approved 7.25.2017	8/30/2017	Backup Material
16-420_CO9_proposal_AYS_SheriffDistrict3.pdf	CO#9 AtYourServiceProposaldated20170825	8/30/2017	Backup Material
16-420_CO_10_PriceProposalSouthCountyAnnex.pdf	CO 10 AtYourServiceProposalSouthCountyAnnex	11/7/2017	Backup Material
16-420_CO_11_SignedNoticeofAcceptanceLetterAYS20180314.pdf	Previous Change Order #11 BCC approved	4/23/2019	Backup Material
16-420_CO_12_NovusApprovalSignedLetterandPOChangeorder.pdf	CO #12 BCC approved	4/23/2019	Backup

[illegible]	[illegible]	[illegible]	Material
16-420_CO_13_SignedNoticeofAcceptanceLetterAYS.pdf	CO#13 BCC Approved	4/23/2019	Backup Material
16-420_CO_14_NovusApprovalAYS20180710.pdf	CO #14 BCC approved	4/23/2019	Backup Material
16-420_CO_15_SignedNoticeofAcceptanceLetterAYS.pdf	CO# 15 BCC approved	4/23/2019	Backup Material
16-420_CO#16_Backup_Fleet_and_new_Records_Center.docx	CO 16 Price Proposal	4/23/2019	Backup Material
16-420_CO#17_Backup_AYS_Proposal_FireEMSVehicleMaintandFireRangeBldgsProposal.pdf	CO #17 Backup AYS Proposal	5/2/2019	Backup Material

PROPOSAL

At Your Service CLEANING GROUP

~~1920 Northgate Industrial Blvd., Suite A-11~~
~~Sarasota, Florida 34234~~

www.ayscleaninggroup.com

service and reliability at the forefront of every project

Mailing Address
PO Box 51746
Sarasota, FL 34232

Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner HEALTH DEPARTMENT

Address 1100 LOVELAND BLVD.

City PORT CHARLOTTE State FL

Zip Code _____ Phone _____

Lot _____ County _____

Subdivision _____

Bill To CHARLOTTE COUNTY

Address 18500 MURDOCK CIR.

City PORT CHARLOTTE State FL

Zip Code _____ Phone _____

Approximate Installation Date _____

Job Type JANITORIAL SERVICES

Email _____

CHANGE ORDER REQUEST TO INCREASE SERVICE LEVEL TO 5 DAYS PER WEEK

SERVICE WILL BE PERFORMED PER THE CONTRACTED SPECIFICATIONS, ANY SERVICES REQUESTED ABOVE AND BEYONE THE REQUIRED SPECIFICATIONS WOULD REQUIRE AN ADDITIONAL CHARGE.

PLEASE SEE ATTACHED THE SERVICES AREAS BREAKDOWN PER DAY & WEEK

OLD PRICE: $ 1,714.09 PER MONTH

NEW PRICE: $3,692.11 PER MONTH

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM 11/2/16 DATE

Purchaser _____ Date _____

AYS Representative *Heather Miller*

Contract Price Sales Tax NOT Included	SEE ABOVE
Less Deposit	N/A
Balance Due	SEE ABOVE

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

Contract #	_____	**Change Order #**	_____
Original Contract:	_____	**Original Contingency:**	_____
Previous Change Orders:	_____	**Previous Contingency Changes:**	_____
This Change:	_____	**New Contingency Balance:**	_____
Revised Contract Amount:	_____	**Original Contract Time:**	_____ Calendar Days
Current Completion Date:	_____	**Previous Additional Time:**	_____ Calendar Days

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM
Enter Project Title

Contract #	2016000420	**Change Order #**	2
Original Contract:	$439,095.00	**Original Contingency:**	$21,954.75
Previous Change Orders:	$23,736.24	**Previous Contingency Changes:**	$0.00
This Change:	$2,760.00	**New Contingency Balance:**	$19,194.75
Revised Contract Amount:	$465,591.24	**Original Contract Time:**	365 **Calendar Days**
Current Completion Date:	9/30/2017	**Previous Additional Time:**	0 **Calendar Days**

^^^

PROPOSAL

October 26, 2016

Proposed to: Charlotte County
Contact: Vicki Chichura, Project Coordinator
E-Mail: vicki.chichura@charlottecountyfl.gov
Phone: 941-623-1054

RE: Additional work - Bid No. 2016000420

Quote is for cleaning 2 additional restrooms.

Pricing: 2 @ $115.00 per month, $230.00 total

American Facility Services, Inc.
Harold Angel, Vice President

American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004
(770) 740-1613 / (770) 475-7720 Fax

Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

February 16, 2017

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #3 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on February 14, 2017 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Addition - cleaning schedule for additional cleaning services at the Grace Street Annex Facility revising the monthly rate for the facility from $595 to $1,067.46 per month.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 2/17/17

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

2/14/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #3 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for additional cleaning services at the Grace Street Annex Facility revising the monthly rate for the facility from $595 to $1,067.46 per month.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from various departments approved in the FY17 Budget Process.

Financial Impact Summary Statement
Funding for this expenditure comes from various dept. orgs.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract stipulates public restrooms and lobby areas are to be cleaned 5 days a week and all other areas get 1 cleaning per week. This Change Order is to add additional services for the new tenant space utilized by the Care Here Clinic for 5 days per week per health care standards since service areas are frequented by the public. This is a Health Care Facility which requires a higher level of cleaning and is at the request and agreement of the Health Department. In addition, Florida Rural Legal Aid office at 1 day a week cleaning per normal contract terms. Therefore, request the Board of County Commissioners approve Change Order #3 to Contract #16-420, Cleaning Services amending the cleaning schedule for the Grace Street Annex facility and amending the monthly rate as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
16-420_CO_3_PriceProposalGraceStreetAnnexAtYourService.pdf	At Your Service Price Proposal dated 12.27.16	1/17/2017	Backup Material
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM

[illegible]R[illegible]

Contract #	201[illegible]000[illegible]20	**Change Order #**	[illegible]
Original Contract:	[illegible]8[illegible]00[illegible]	**Original Contingency:**	[illegible]2[illegible]20[illegible]0[illegible]
Previous Change Orders:	[illegible]	**Previous Contingency Changes:**	[illegible]0[illegible]00
This Change:	[illegible]1[illegible]800[illegible]00	**New Contingency Balance:**	[illegible]22[illegible]120[illegible]0[illegible]
Revised Contract Amount:	[illegible]80[illegible]200[illegible]	**Original Contract Time:**	[illegible] **Calendar Days**
Current Completion Date:	[illegible]/[illegible]0/201[illegible]	**Previous Additional Time:**	0 **Calendar Days**

^^^

ADMINISTRATIVE CHANGE ORDER
APPROVAL FORM
CLEANING SVS-CHARLOTTE COUNTY FACILITIES-ANNUAL

Contract #	2016000420	**Change Order #**	4
Original Contract:	$478,400.76	**Original Contingency:**	$23,920.04
Previous Change Orders:	$36,545.76	**Previous Contingency Changes:**	$0.00
This Change:	$1,800.00	**New Contingency Balance:**	$22,120.04
Revised Contract Amount:	$480,200.76	**Original Contract Time:**	365 Calendar Days
Current Completion Date:	9/30/2017	**Previous Additional Time:**	0 Calendar Days

^^^

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

4/11/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #5 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, to increase service levels from 1 day a week service to 5 days per week at both of the Public Works Maintenance Operations locations: 1. 7000 Florida Street, Punta Gorda Facility revising the monthly rate for the facility from $193.33 to $1,183.22 per month and, 2. San Casa Drive, Englewood location revising the monthly rate from $133.98 to $886.38 per month.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from various departments approved in the FY17 Budget Process.

Financial Impact Summary Statement
Funding for this expenditure comes from various dept. orgs.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract stipulates public restrooms and lobby areas are to be cleaned 5 days a week and all other areas get 1 cleaning per week. This Change Order is to add additional services from 1 day a week to a 5 day service per week. Therefore, request the Board of County Commissioners approve Change Order #5 to Contract #16-420, Cleaning Services amending the cleaning schedule for the Public Works Maintenance and Operations facilities and amending the monthly rate as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_Price_Proposal_PW_M___O_AtYourService.pdf	At Your Service Proposal dated 2.20.2017	3/17/2017	Backup Material

April 11, 2017

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #5 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on April 11, 2017 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Addition - cleaning schedule to increase service levels from 1 day a week service to 5 days per week at both of the Public Works Maintenance Operations locations: 1. 7000 Florida Street, Punta Gorda Facility revising the monthly rate for the facility from $193.33 to $1,183.22 per month and, 2. San Casa Drive, Englewood location revising the monthly rate from $133.98 to $886.38 per month.~~at the Grace Street Annex Facility revising the monthly rate for the facility from $595 to $1,067.46 per month.~~ MB

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

K A Corbett

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 4/12/17

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

PROPOSAL

729 North Lime Avenue
Sarasota, FL 34237
www.ayscleaninggroup.com

service and reliability at the forefront of every project

Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Lot_____ County _____

Subdivision _____

Bill To_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Approximate Installation Date_____

Job Type _____

Email _____

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM_____ DATE

Purchaser_____ Date_____

AYS Representative Ray Ojeda

Contract Price Sales Tax NOT Included	
Less Deposit	
Balance Due	

PROPOSAL

At Your Service CLEANING GROUP
~~1920 Northgate Industrial Blvd., Suite A-11~~
~~Sarasota, Florida 34234~~
www.ayscleaninggroup.com
service and reliability at the forefront of every project

Mailing Address
PO Box 51746
Sarasota, FL 34232
Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner SHERIFF'S ADMINISTRATION
Address 7474 UTILITIES RD.
City PUNTA GORDA State FL
Zip Code _____ Phone _____
Lot _____ County _____
Subdivision _____

Bill To CHARLOTTE COUNTY
Address 18500 MURDOCK CIR.
City PORT CHARLOTTE State FL
Zip Code _____ Phone _____
Approximate Installation Date _____
Job Type JANITORIAL SERVICES
Email _____

CHANGE CLEANING AT CCSO'S OFFICE TO 2X A WEEK, DAYTIME SERVICE

CURRENT COST: $1,708.10 PER MONTH

NEW COST FOR : $3,703.10 PER MONTH

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM 4/25/2017 DATE

Purchaser _____ Date _____

AYS Representative Heather Miller

Contract Price Sales Tax NOT Included	SEE ABOVE
Less Deposit	N/A
Balance Due	SEE ABOVE

PROPOSAL

729 North Lime Avenue
Sarasota, FL 34237
www.ayscleaninggroup.com

service and reliability at the forefront of every project

Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Lot_____ County _____

Subdivision _____

Bill To_____

Address _____

City_____ State _____

Zip Code_____ Phone _____

Approximate Installation Date_____

Job Type _____

Email _____

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM_____ DATE

Purchaser_____ Date_____

AYS Representative Ray Ojeda

Contract Price Sales Tax NOT Included	
Less Deposit	
Balance Due	

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 3.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

7/25/2017

3 REQUESTED MOTION/ACTION

Approve Change Order #8 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, for adding services at a new location: Charlotte County Tourism Development, 1700 Tamiami Trail, Suite G, Port Charlotte, Florida for once per week cleaning services for offices and five (5) times a week cleaning for lobby and restroom for $450 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Funding from various departments approved in the FY17 Budget Process.

Financial Impact Summary Statement
Funding for this expenditure comes from various dept. orgs.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which was divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract public restrooms and lobby areas are to be cleaned 5 days per week and all other areas are cleaned 1 day per week.

This Change Order is to add a new location: Charlotte County Tourism Development, 1700 Tamiami Trail, Suite G, Port Charlotte, Florida for once per week cleaning services for offices and five (5) times a week cleaning for lobby and restroom for $450 per month. The public restroom and lobby at the facility remain on the 5 days per week schedule. Therefore, request the Board of County Commissioners approve Change Order #8 to Contract #16-420, Cleaning Services amending the cleaning schedule and adding the Tourism Development services as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Previous Change Order #5 BCC approved 4.11.2017	4/17/2017	Backup Material
16-420_CO_6_Price_Proposal_-_Sheriff_District_1-AtYour_Service.pdf	AtYourServiceProposal dated April 12 2017 Sheriff's District 1	4/17/2017	Backup Material
16-420_CO_7_PriceProposalSheriffAdminPG-AtYourService.pdf	CO #7 AtYourServiceProposaldated20170425	5/1/2017	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	CO# 7 992 Tamiami Trail location	5/19/2017	Backup Material
16-420_CO8Tourist1700TamiamiTrail-ATYProposaldated20170627.pdf	CO#8TouristDev1700TamiamiTrailSuiteGlocation	6/28/2017	Backup Material

PROPOSAL

Physical Address: 729 North Lime Ave Sarasota, FL 34237
Mailing Address: PO Box 51746 Sarasota, FL 34232
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	CHARLOTTE COUNTY PURCHASING DIVISION
Customer/Job Name:	SHERIFF OFFICE PROMENADES MALL (DISTRICT 3)
Bill To Address:	18500 MURDOCK CIR. SUITE 344 PORT CHARLOTTE, FL
Job Address:	3280 TAMIAMI TR. PORT CHARLOTTE, FL
Email Address:	dhealey@ccsofl.net
Phone Number(s):	Home: Cell:

DESCRIPTION OF WORK BEING QUOTED

ADDITION TO CURRENT SERVICE – CHANGE CLEANING FREQUENCY FROM 1X A WEEK TO 2X A WEEK

COST FOR ADDITIONAL CLEANING DAY $390.00 PER MONTH

CURRENT PRICE $710.50 PER MONTH

NEW PRICE $1,100.50 PER MONTH

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

ALL JOBS OVER $500.00
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM 8/25/17

Purchaser Signature

AYS Representative *Ray Ojeda*

Contract Price Sales Tax NOT Includes, will be charged accordingly	SEE ABOVE
Less Deposit If required, see note above	N/A
Balance Due	N/A

PROPOSAL

~~1920 Northgate Industrial Blvd., Suite A-11~~
~~Sarasota, Florida 34234~~
www.ayscleaninggroup.com
service and reliability at the forefront of every project

Mailing Address
PO Box 51746
Sarasota, FL 34232
Office: (941) 360-6796
Fax: (941) 360-0315

Property Owner_____ Bill To_____

Address _____ Address _____

City_____ State _____ City_____ State _____

Zip Code_____ Phone _____ Zip Code_____ Phone _____

Lot_____ County _____ Approximate Installation Date_____

Subdivision _____ Job Type _____

Email _____

Remit All Payments To: PO Box 51746 Sarasota, FL 34232

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lein which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lein upon the real property on which installation is made.

ALL C.O.D. JOBS
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE IS VALID FOR THIRTY DAYS FROM_____ DATE

Purchaser_____ Date_____

AYS Representative Heather Miller

Contract Price Sales Tax NOT Included	
Less Deposit	
Balance Due	

Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

March 13, 2018

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #11 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on March 13, 2018 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – adding services at two (2) new locations: Tom Adams Bridge Tenderhouse, Beach Road, Englewood, Florida for once per week cleaning services for 216.50 per month/$2,598 per year with option for a one (1) time construction clean of $350 before weekly service is started. The second location is JB House Trailer and two (2) Outside Restrooms, 19815 Kenilworth Blvd., Port Charlotte, Florida for once per week cleaning services for $135 per month/$1,620 per year.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

K A Corbett

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 3/14/18

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

BOARD OF COUNTY COMMISSIONERS

Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		THIS IS A REVISED PURCHASE ORDER		
		Cleaning Contract for Group A Contract# 20160000420 per attached spreadsheet for locations		69,600.00
		FY18 Annual PO		
		Administration Complex - Admin - A		
		Administration Complex - Admini- B		
		Administration Complex - Facilities Building D		1,566.00
		Administration Complex - BCS		9,410.52
		Medical Examiner		3,828.00
		East Port Environmental Campus - Administration - Unit 1 - CCU		12,992.04
		East Port Environmental Campus - Administration - Unit 2 - Solid Waste/Landfill		2,389.56
		East Port Environmental Campus - Administration - Unit 3 - Cooperative Ext		1,954.56
		East Port Environmental Campus - Administration - Unit 4 - MPO -		736.56
		East Port Environmental Campus - Operations Building 1 (Offices in Warehouse side)		250.56
		East Port Environmental Campus - Operations Building 2 (Main side of		6,960.00

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount
	E 0001.191401.519.34.0024	1,566.00		E 0001.684001.564.34.0024	4,782.12
	E 0001.191403.519.34.0024	69,600.00	E g311847.330.60047	E 1025.192201.515.34.0024	736.56
	E 0001.191409.519.34.0024	112,503.96		E 1030.252003.524.34.0024	9,410.52
	E 0001.210215.527.34.0024	3,828.00		E 1088.645310.564.34.0024	1,786.44
	E 0001.362801.537.34.0024	904.80		E 4011.363201.534.34.0024	3,247.92
	E 0001.393401.537.34.0024	1,954.56		E 4031.378001.536.34.0024	13,242.60
	E 0001.663001.562.34.0024	2,575.20		E 4031.378010.536.34.0024	3,480.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS
Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		bldg non-warehouse)		
		Justice Center		112,503.96
		Change Order #12 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for additional cleaning services at the Justice Dept. revising the monthly rate for the facility from $1,714.09 to $3,692.11 per month. (This increase for 6 months will be $11,700.)		
		Human Services - Loveland		4,782.12
		Municipal Solid Waste		858.36
		Airport Road Annex - Transit Department		951.24
		Change Order To change Lines 14 & 15 account numbers since there is no longer a split or grants associated and update description of line 15 to Transit Trailer rather than Dept. per Sheri Leibman		
		Airport Road Annex - Transit Trailer		835.20
		Change Order To change Lines 14 & 15 account numbers since there is no longer a split or grants associated and update description of line 15 to Transit Trailer rather than Dept. per Sheri Leibman		

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount
	E 0001.191405.519.34.0024	8,700.00		E 1031.896403.521.34.0024	62,371.60
	E 0001.191406.519.34.0024	15,587.34		E 1036.445111.541.34.0024	2,319.96
	E 0001.191407.519.34.0024	5,300.04		E 4031.378008.536.34.0024	835.20
	E 0001.292403.529.34.0024	13,137.00		E 4031.378022.535.34.0024	5,959.56
	E 0001.610209.569.34.0024	4,068.12		E 5011.191011.519.34.0024	2,505.60
	E 0001.794605.572.34.0024	9,028.80		E 5021.145201.519.34.0024	1,815.36
	E 1001.445001.541.34.0024	15,503.64		E 5021.145203.519.34.0024	2,325.36

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Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS

Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		Airport Road Annex - Sheriff's Training		4,403.40
		Airport Road Annex - Sheriff's Training Portable Restrooms Trailer		
		South County Annex		11,774.04
		Public Safety Building		13,137.00
		Sheriff's Administration Office		33,703.20
		Sheriff:District II & IV - Promenades Mall **Change Order #9 to add/increase $390/month for a new total cost of $33,703.20		
		Public Works - Maintenance & Operations and Admin		2,319.96
		Public Works - PW Lighting Office and Shop		2,319.96
		Public Works Sign Shop Trailer		261.00
		Public Works Sign and Marking Building		1,044.00
		Fuel Islands (JB & PG)		2,325.36
		Environment Campus Trailer		835.20
		Family Services Center		4,068.12
		Fleet		1,815.36
		Historical Courthouse		8,700.00
		Employee Health Ctr.		2,505.60
		CCU Loveland		5,959.56
		West County Annex		5,300.04
		Public Works Englewood		9,028.80
		M&O Operations at San Casa		1,607.76
		Health Dept - Loveland Blvd.		20,569.08

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount
	E 0001.191413.519.34.0024	9,607.14		E 1198.610211.562.34.0024	44,307.48
	E 0001.610211.562.34.0024	3,202.38		E 4011.363311.534.34.0024	464.04
	E 1001.445401.541.34.0024	2,687.76		E 4011.363313.534.34.0024	534.12
	E 1001.445501.541.34.0024	2,082.00			
	E 1027.794801.575.34.0024	5,400.00			
	E 1031.896410.521.34.0024	29,100.00			
	E 1031.896411.521.34.0024	3,575.00			

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Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS

Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		Grace St Annex - Historical Center		1,417.38
		Change Order To reduce Line 35 Grace Street Annex by $4252.14 to amount paid ($1417.38) and create a new line (see 46.) for remaining amount $4,252.14 per Sheri Leibman 2/5/2018		
		Mid County Recycle		464.04
		West County Mini Recycle		534.12
		Health Dept - Loveland Blvd. Additional Services		23,738.40
		Additional Grace Street Offices		1,785.00
		Change Order To reduce Line 39 Additional Grace Street Offices by $5,355 to amount paid ($1785) and create a new line (see 47.) for remaining amount $5,355 per Sheri Leibman 2/5/2018		
		CO#6 CCSO District 1 - Added 5/17		29,100.00
		CO#5 Change Service at Public Works M&O 7000 Florida		11,878.68
		CO#7 Change Service at Charlotte County Sheriff Admin office. 7474 Utilities Rd PG from 1 day a wk to 2 days a wk		23,940.00
		CO#7 Change Service at Charlotte County SheriffDistrict II office. 922 Tamiami Trail, Suite A		

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount

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Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS
Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		CO#7 Change Service at Charlotte County SheriffDistrict II office. 922 Tamiami Trail, Suite A		325.00
		Change Order To reduce Line 43 Sheriff District 11 $3,575 to amount paid ($325) and create a new line (see 48.) for remaining amount $3,575 per Sheri Leibman 2/5/2018		
		CO#8 Change Service at Charlotte County Tourism 1700 Tamiami Trail, Suite G		5,400.00
		Change Order #10 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for adding services at existing location: South County Annex, 410 Taylor Street, Punta Gorda Florida 33950 for increase from current once per week cleaning services for $981.17 per month at the facility for an additional $381.33 per month for a new total monthly price of $1,362.50 per month. (10 months x 318.30=$3,813.30) approved by the BCC 11.28.2017		3,813.30
		Change Order To reduce Line 35 Grace Street Annex by $4252.14 to amount paid ($1417.38) and create a new		4,252.14

BILL TO:

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

Project Number	Account Number	Amount	Project Number	Account Number	Amount

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Kimberly A. Corbett
Authorized Signature

BOARD OF COUNTY COMMISSIONERS
Charlotte County, Florida
18500 Murdock Circle
Port Charlotte, FL 33948-1094

DATE	PO NUMBER
10/9/2017	2018000205

VENDOR: 032769
AT YOUR SERVICE CLEANING, GROUP
729 NORTH LIME AVE
SARASOTA, FL 34237

PHONE: (941) 360-6796 **FAX:** (941) 360-0315

FOB Point:
Terms: A/P Net 30 Days
Req. Del. Date:

SHIP TO: FACILITIES MANAGEMENT
18500 MURDOCK CIRCLE
BLDG D
PORT CHARLOTTE, FL 33948-1094

Req. No.: 2018000228

Contact: Randy Cole
Confirming? No

Special Inst: In accordance with the prices, terms and conditions of Contract #16-420 Cleaning Svs-Charlotte County Facilities

Sales Tax Exemption Certificate: 85-8012507862C-4
Federal Excise Tax Exemption Number: 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		line (see 46.) for remaining amount $4,252.14 per Sheri Leibman 2/5/2018		
		Change Order To reduce Line 39 Additional Grace Street Offices by $5,355 to amount paid ($1785) and create a new line (see 47.) for remaining amount $5,355 per Sheri Leibman 2/5/2018		5,355.00
		Change Order To reduce Line 43 Sheriff District 11 $3,575 to amount paid ($325) and create a new line (see 48.) for remaining amount $3,575 per Sheri Leibman 2/5/2018		3,575.00
		Change Order 11: adding services at: Tom Adams Bridge Tenderhouse, Beach Road, Englewood, Florida for once per week cleaning services for 216.50 per month/$2,598 per year with option for a one (1) time construction clean of $350 before weekly service is started.		2,082.00
		Change Order 11: adding services at JB House Trailer and two (2) Outside Restrooms, 19815 Kenilworth Blvd., Port Charlotte, Florida for once per week cleaning services for $135 per month/$1,620 per year.		1,080.00

BILL TO: CHARLOTTE COUNTY PURCHASING
18500 MURDOCK CIRCLE
SUITE 344
PORT CHARLOTTE, FL 33948-1094

Phone: 941-743-1378
Fax: 941-743-1384

SUBTOTAL	480,036.18
TAX	0.00
FREIGHT	0.00
TOTAL	480,036.18

Project Number	Account Number	Amount	Project Number	Account Number	Amount

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Kimberly A. Corbett
Authorized Signature

April 10, 2018

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #12 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on April 10, 2018 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – adding services at an existing location, Charlotte County Justice Center, 350 East Marion Avenue, Punta Gorda, Florida for additional cleanings at the Justice Center for all nine (9) courtrooms at this facility for an additional $1,950 per month. This increases cleaning from 1x per week to 5x per week for the Public Courtrooms.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 4/10/18

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
Phone: 941.743.1378 | Fax: 941.743.1384

Approved

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 6.

---

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

4/10/2018

3 REQUESTED MOTION/ACTION

Approve Change Order #12 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, FL, for additional cleaning services at the Justice Center revising the monthly rate for the facility from $8,400.33 to $10,350.33 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding from various departments approved in the FY18 Budget Process.

Financial Impact Summary Statement
No additional impacts.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which is divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract. The original contract for the Justice Center, 350 East Marion Avenue, Punta Gorda, Florida is for once per week cleaning services for courtrooms at the facility for $8,400.33 per month.

This Change Order is to increase services from the current once per week cleaning services to five (5) days per week cleaning services for all nine (9) courtrooms at the facility for an additional $1,950 per month for a new total monthly price of $10,350.33 in lieu of the current one (1) day per week. The courtrooms are heavily used and are considered public areas much like lobbies and waiting rooms. Therefore, request the Board of County Commissioners approve Change Order #12 to Contract #16-420, Cleaning Services amending the cleaning schedule and adding these services as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Previous Change Order #1 BCC approved 11 22 16	1/17/2017	Cover Memo
164202_CO.pdf	Previous Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Previous Change Order #3 BCC approved 2.14.2017	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Previous Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Previous Change Order #5 BCC approved 4.11.2017	4/17/2017	Backup Material
16-420_CO_6_Price_Proposal_-_Sheriff_District_1-AtYour_Service.pdf	AtYourServiceProposal dated April 12 2017 Sheriff's District 1	4/17/2017	Backup Material
16-420_CO_7_PriceProposalSheriffAdminPG-AtYourService.pdf	CO #7 AtYourServiceProposaldated20170425	5/1/2017	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	CO# 7 992 Tamiami Trail location	5/19/2017	Backup Material
16-420_CO_8_NovusApprovalAYS_20170725.pdf	Previous Change Order #8 BCC approved 7.25.2017	8/30/2017	Backup Material
16-420_CO9_proposal_AYS_SheriffDistrict3.pdf	CO#9 AtYourServiceProposaldated20170825	8/30/2017	Backup Material
16-420_CO_10_PriceProposalSouthCountyAnnex.pdf	CO 10 AtYourServiceProposalSouthCountyAnnex	11/7/2017	Backup Material
16-420_CO_11_PriceProposalAYSTomAdamsJBYard.pdf	CO #11 AYS Proposal	2/15/2018	Backup Material
16-420_CO_12_PriceProposalJusticeCenterAYS20180314.pdf	CO #12 JuscticeCenterAtYourServiceProposal	3/21/2018	Backup Material

Cheri - Issue Notice of Acceptance letter.

PROPOSAL

Physical Address: 729 North Lime Ave Sarasota, FL 34237
Mailing Address: PO Box 51746 Sarasota, FL 34232
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	CHARLOTTE COUNTY PURCHASING DIVISION
Customer/Job Name:	JUSTICE CENTER
Bill To Address:	18500 MURDOCK CIR. SUITE 344 PORT CHARLOTTE, FL
Job Address:	350 EAST MARION AVE. PUNTA GORDA, FL
Email Address:	RandyCole@charlottecountyfl.gov
Phone Number(s):	Home: Cell:

DESCRIPTION OF WORK BEING QUOTED

Increase cleaning of the courtrooms from 1x a week to 5x a week

Additional $1,950.00 per month

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

ALL JOBS OVER $500.00
50% DEPOSIT REQUIRED

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM 3/14/18

Purchaser Signature

AYS Representative *Heather Miller*

Contract Price Sales Tax NOT Includes, will be charged accordingly	See Above
Less Deposit If required, see note above	N/A
Balance Due	N/A

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES. Beginning on date of execution/signing of proposal, At Your Service Cleaning Group, Inc. will provide to Customer/Client the services described in the attached proposal (collectively, the "Services").

2. PAYMENT. Payment shall be made to At Your Service Cleaning Group, Inc., Sarasota, Florida 34237, upon completion of the services described in this Contract.

Customer/Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer/Client fails to pay for the Services when due, At Your Service Cleaning Group, Inc. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by At Your Service Cleaning Group, Inc. of the Services required by this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a) The failure to make a required payment when due.
b) The insolvency or bankruptcy of either party.
c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

15. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

16. OTHER. All baseboards and walls will be covered with plastic protective sheeting when required however there is the possibility some paint will come off when tape is removed. AYS will move furniture when necessary however we assume no liability should anything gets broken or damaged. AYS cannot guarantee that all stains will come up. AYS cannot guarantee that patch work will match 100%

Purchaser Initials _____

May 23, 2018

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #13 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on May 22, 2018 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – adding services to the new West County Annex Building per contract specifications for once per week office cleaning services, clinic for two (2) days per week cleaning services, and the public restrooms and lobbies five (5) times a week for an additional $1,875 per month.

Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

K A Corbett

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 5/25/18

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 1.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

7/10/2018

3 REQUESTED MOTION/ACTION

Approve Change Order #14 to Contract #16-420 Cleaning Services, Charlotte County Facilities-Annual with At Your Service Cleaning Group, Inc. of Sarasota, Florida, to add additional cleaning services for the Sheriff's Department for $2,190 per month.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No Action Needed. Amount Budgeted in FY18

Financial Impact Summary Statement
Funding for this expenditure comes from the General Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract for cleaning services at Charlotte County Facilities which is divided into two groups: Group One consists of County buildings; and Group Two consists of Parks locations. At Your Service Cleaning Group, Inc. was awarded the Group One-County buildings section of this contract.

This Change Order is to increase frequency of cleaning offices and staff restrooms at an existing location: Charlotte County Sheriff's Office, Administration, 7474 Utilities Road, Punta Gorda, Florida. The change is an increase from current twice per week cleaning services for $3,703.10 per month to three times per week cleaning services for an additional $1,995 per month for a new total monthly price of $5,698.10 per month.

Secondly, to add a new location: Charlotte County Sheriff's Crime Prevention Office, Town Center Mall, 1441 Tamiami Trail, Unit 385, Port Charlotte, Florida for twice per week cleaning services for $195 per month.

Therefore, request the Board of County Commissioners approve Change Order #14 to Contract #16-420, Cleaning Services amending the cleaning schedule and adding these services as requested.

ATTACHMENTS:

File Name	Description	Upload Date	Type
164201_CO.pdf	Change Order #1	1/17/2017	Cover Memo
164202_CO.pdf	Change Order - #2	1/17/2017	Backup Material
16-420_CO_3_NovusApprovalandExecutedAcceptLetterAtYourService.pdf	Change Order #3	3/17/2017	Backup Material
164204_CO_ExecutedChangeOrder_4_AMS.pdf	Change Order - #4	3/17/2017	Backup Material
16-420_CO_5_NovusBCCApproved_4.11.2017AtYourService.pdf	Change Order #5	4/17/2017	Backup Material
Change_Order_#6.pdf	Change Order #6	5/2/2018	Backup Material
16-420_CO_7_325_proposalAtYourService_Sheriff_District_--_992_Tamiami_Trail_Ste._A_---_Charlotte.pdf	Change Order #7	5/19/2017	Backup Material
16-420_CO_8_NovusApprovalAYS_20170725.pdf	Change Order #8	8/30/2017	Backup Material
16-420_CO9_proposal_AYS_SheriffDistrict3.pdf	Change Order #9	8/30/2017	Backup Material
16-420_CO_10_PriceProposalSouthCountyAnnex.pdf	Change Order #10	11/7/2017	Backup Material
16-420_CO_11_PriceProposalAYSTomAdamsJBYard.pdf	Change Order #11	2/15/2018	Backup Material
16-420_CO_12_PriceProposalJusticeCenterAYS20180314.pdf	Change Order #12	3/21/2018	Backup Material
16-420_CO_13_Backup_new_west_county_annex-AYS.pdf	Change Order #13	5/2/2018	Backup Material
16-420_CO_14_PriceProposalSheriff-PG_and_Mall.pdf	Change Order #14	6/8/2018	Backup Material

February 12, 2019

Mr. Michael Bryant, President
At Your Service Cleaning Group, Inc.
P. O. Box 51746
Sarasota, Florida 34232

Re: Change Order #15 - Contract #2016000420
Cleaning Services - Charlotte County Facilities (Group One)

Dear Mr. Bryant:

This letter shall serve as notification of official acceptance by the Board of County Commissioners on February 12, 2019 of the above Change Order with your firm.

By acceptance of this Change Order, the parties to Contract #2016000420 hereby amend the Contract as follows:

Item 1: Additions – to the existing location: Charlotte County Building and Construction Services, for additional cleaning services at the new addition of BCS ($200 per month).
Item 2: All other terms and conditions of the original contract are to remain the same.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and the original Contract Documents. Please sign and return by email to Cheri.Alexander@charlottecountyfl.gov or fax to 941.743.1384. If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist for this project.

Sincerely,

Kimberly A. Corbett, CPPB, C.P.M.
Senior Division Manager - Purchasing

/ca

ACCEPTED:

Signature

Date: 2/13/19

cc: Clerk-Minutes
Randy Cole, Facilities Manager
File

PROPOSAL

729 North Lime Ave Sarasota, FL 34237
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	Charlotte County purchasing Division
Customer/Job Name:	Fleet Building
Bill To Address:	18500 Murdock Cir . Port Charlotte FL.
Job Address:	18000 Paulson Dr. Port Charlotte FL.
Email Address:	Robert.levasseur@charlottecountyfl.gov
Phone Number(s):	Home/Office: (941) 623-1055 Cell: (941) 740-0593

DESCRIPTION OF WORK BEING QUOTED

HVAC Office : Add536 sqft of additional office space to be cleaned 1 x a week per contract specs

Add $125.00 per month / $1500.00 per year to current service

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM

Purchaser Signature

AYS Representative George Perez

Contract Price Sales Tax NOT Includes, will be charged accordingly	$125.00 per month
Less Deposit If required, see note above	N/A
Balance Due	$125.00 per month

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES. Beginning on date of execution/signing of proposal, At Your Service Cleaning Group, Inc. will provide to Customer/Client the services described in the attached proposal (collectively, the "Services").

2. PAYMENT. Payment shall be made to At Your Service Cleaning Group, Inc., Sarasota, Florida 34237, upon completion of the services described in this Contract.

Customer/Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer/Client fails to pay for the Services when due, At Your Service Cleaning Group, Inc. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by At Your Service Cleaning Group, Inc. of the Services required by this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a) The failure to make a required payment when due.
b) The insolvency or bankruptcy of either party.
c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

15. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

16. OTHER. All baseboards and walls will be covered with plastic protective sheeting when required however there is the possibility some paint will come off when tape is removed. AYS will move furniture when necessary however we assume no liability should anything gets broken or damaged. AYS cannot guarantee that all stains will come up. AYS cannot guarantee that patch work will match 100%

Purchaser Initials _____

PROPOSAL

729 North Lime Ave Sarasota, FL 34237
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	Charlotte County Purchasing Division
Customer/Job Name:	Fire / Ems. Vehicle Maintenance
Bill To Address:	18500 Murdock Cir . Port Charlotte FL.
Job Address:	26581 Airport Rd . Punta Gorda FL.
Email Address:	Robert.levasseur@charlottecountyfl.gov
Phone Number(s):	Home/Office: (941) 623-1055 Cell: (941) 740-0593

DESCRIPTION OF WORK BEING QUOTED

Fire / Ems Vehicle Maintenance 1 days a week

Cleaning is done 1 day a week - high dusting, low Dusting Clean and sanitize kitchen , clean and sanitize men and women's bathrooms . Dust mop all floors and wet mop all floors.

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM

Purchaser Signature

AYS Representative George Perez

Contract Price Sales Tax NOT Includes, will be charged accordingly	$795.00 a month
Less Deposit If required, see note above	N/A
Balance Due	$795.00 a month

PROPOSAL

729 North Lime Ave Sarasota, FL 34237
Phone: (941) 360-6796
Fax: (941) 360-0315
Website: www.ayscleaninggroup.com

Company Name:	Charlotte County Purchasing Division
Customer/Job Name:	Fire Range Support Building
Bill To Address:	18500 Murdock Cir . Port Charlotte FL.
Job Address:	Airport Rd . Punta Gorda FL.
Email Address:	Robert.levasseur@charlottecountyfl.gov
Phone Number(s):	Home/Office: (941) 623-1055 Cell: (941) 740-0593

DESCRIPTION OF WORK BEING QUOTED

Firing Range Support Building Two days a week

Cleaning is done 2 days a week high dusting. , low Dusting clean and sanitize men and women's bathrooms

Dust mop all floors and wet mop all floors . Clean Fats room and vacuum carpets 1 day a week

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM

Purchaser Signature

AYS Representative George Perez

Contract Price Sales Tax NOT Includes, will be charged accordingly	$895.00 a month
Less Deposit If required, see note above	N/A
Balance Due	$895.00 a month

GENERAL TERMS AND CONDITIONS

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 10.

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1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the deletion of the property inventory items listed on the attached for the month of May, 2019.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed.

Financial Impact Summary Statement
None.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Request the Board approve the attached lists of items for disposal.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Property_Asset_Lisitings.pdf	Property Asset Listings	3/19/2019	Backup Material

Charlotte County BCC Fixed Asset Deletions 4/9/2019

Disposal Type	Tag-Asset #	Asset Description	Make	Model	Acquired	Aquired Cost	Department
Auction	**30296**	AIR COMPRESSOR	Ingersoll Rand	P130WIR	7/17/2006	$10,731.00	Fleet Management
	00024724	Equipment has exceeded it's life expectancy.					
	27128	GENERATOR # 7	Generac	D40FPJ4	9/30/2002	$15,934.00	Fleet Management
	00015580	Equipment is beyond it's usable life					
	31653	MOWER,RIDING	Toro	Groundsmaster 4700-D	1/6/2008	$51,192.79	Fleet Management
	00027437	Unit was replaced 2/20/19					
	29795	TRUCK,1/2 TON PICKUP	Ford	Ranger	7/28/2005	$12,016.00	Health Department
	00022755	Already replaced by 36802					
	28933	TRUCK,1/2 TON PICKUP	Ford	Ranger	7/5/2004	$11,394.00	Health Department
	00021334	Already replaced by 36802					

Disposal Type	Tag-Asset #	Asset Description	Make	Model	Acquired	Aquired Cost	Department
Disposal	**32474**	COPYBOARD,ELECTRONIC	Plus	M-115	9/30/2008	$1,859.00	Tax Collector
	00028628	Does not work					

Disposal Type	Tag-Asset #	Asset Description	Make	Model	Acquired	Aquired Cost	Department
Trade-In	**29466**	COPY,FAX	Toshiba	E Studio 230	5/4/2005	$6,209.00	Tax Collector
	00022271	Does not work, uneconomical to repair					
	34032	ALL IN ONE PRINTER	Toshiba	E-Studio 456	12/3/2012	$2,975.00	Tax Collector
	00032269	Does not work, uneconomical to repair					

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 11.

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1 DEPARTMENT MAKING REQUEST

Transit

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve Agreement with the Florida Department of Transportation (FDOT) to affirm an award in the amount of $52,500 from the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310) for grant funding Year 2019 operating expenses; and
b) Approve Resolution authorizing the County Administrator or designee to modify or terminate such grant, unless specifically rescinded.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Grant funds in the amount of $52,500 and the required match of $52,500 are included in the FY18/19 Operating budget.

Financial Impact Summary Statement
Funding for the grant comes from the Federal Transit Administration (FTA) Section 5310 Operating Grant in the amount of $52,500. The required cash match of $52,500 is included in the FY18/19 Operating budget.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Annually, BOCC approves the Transit Resolution to apply for the annual 5310 grant. Section 5310 Operating grant agreement will provide $52,500 in operating funds for the Charlotte County Transit Enhanced Mobility of Seniors and Individuals with Disabilities program.
The County will receive funding to subsidize a portion of public transportations operating cost.

ATTACHMENTS:

File Name	Description	Upload Date	Type
5310_Grant_Agreement.pdf	5310 Grant Agreement	4/22/2019	Agreement
RESOLUTION.pdf	RESOLUTION	4/22/2019	Resolution Letter
Checklist.pdf	Checklist	4/9/2019	Cover Memo

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU	FLAIR Category:	088774
438947-1-84-04		Work Activity Code/Function:	215	Object Code:	780000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	FL 2018-120-00	Org. Code:	55301000943
				Vendor Number:	F596000541056
Contract Number:	G1629	Federal Award Date:			
CFDA Number:	20.513	Agency DUNS Number:	194508961		
CFDA Title:	Enhanced Mobility of Seniors and Individuals with Disabilities				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Charlotte County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in using Federal Transit Administration (FTA) Section 5310, "Enhanced Mobility of Seniors and Individuals with Disabilities" program funds for the Agency's operating expenses associated with the Agency's provision of transit service(s), transit service(s) that exceed(s) the requirements of the Americans with Disabilities Act of 1990, project activity(ies) under this Agreement that improve access to fixed-route public transit service(s), services(s) that decrease individuals with disabilities' reliance on complementary paratransit service(s), and/or provision of alternative service(s) to public transportation service(s) that assist seniors and individuals with disabilities to fulfill their transportation needs in the area of Small Urban Charlotte County, Florida as identified in the Agency's annual grant application(s) on file with the Department. The list of eligible activities above is per the FTA 5310 Circular (FTA C 9070.1G), which is intended to be illustrative, not exhaustive. The FTA encourages recipients to develop innovative solutions to meet the needs of the seniors and individuals with disabilities in their communities and, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

X Exhibit A: Project Description and Responsibilities
X Exhibit B: Schedule of Financial Assistance
_ *Exhibit B1: Deferred Reimbursement Financial Provisions
_ *Exhibit B2: Advance Payment Financial Provisions
_ *Exhibit C: Terms and Conditions of Construction
X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Financial Assistance (Single Audit Act)
_ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. _ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the _ day of _, or within _ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $105,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $52,500 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

_ Travel expenses are NOT eligible for reimbursement under this Agreement.

X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. X Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

   i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

   ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

   iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

   iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F

– Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the

railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY - Charlotte County Board of County Commissioners

By: _____

Name: Raymond Sandrock

Title: County Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John M. Kubler, P.E.

Title: Director of Transportation Development

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton, County Attorney
LR19-0320

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway

4/5/19

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By _____

Deputy Clerk

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this project Agreement is to provide for the Department's participation, using Federal Transit Administration (FTA) Section 5310, "Enhanced Mobility of Seniors and Individuals with Disabilities" program funds, which provides operating assistance up to 50%.

B. Project Location (limits, city, county, map): Small Urban Area of Charlotte County

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Operating assistance enables Charlotte County Board of County Commissioners/Charlotte County Transit to continue to provide transit service to meet the needs of seniors and individuals with disabilities in Charlotte County where public services are unavailable, insufficient or inappropriate.

D. Deliverable(s): The Agency shall, at a minimum, provide annual performance measures as indicated in Exhibit E.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Expenses created from third party contracts which were not approved by the Florida Department of Transportation in accordance with Article 12 of this document.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438947-1-84-04	DU	088774	2019	780000	20.513	Enhanced Mobility of Seniors and Individuals with Disabilities	$52,500
		Total Financial Assistance					$52,500

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$13,961	$13,961	$27,922
Fringe Benefits	$0	$7,568	$7,568	$15,136
Contractual Services	$0	$30,971	$30,971	$61,942
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$0***	***$52,500***	***$52,500***	***$105,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

__ Monthly
X Quarterly
__ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelley Fernandez
Department Grant Manager Name

Kelley Fernandez
Signature

4/24/19
Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities)

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5310 of the Federal Transit Act of 1991, 49 U.S.C. 5310, as amended, and Section 341.051(1)(a), F.S.

2. **Prevention Programs.** The Section 5310 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Section 5310 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5310 funds.

4. **FTA Compliance.** The Section 5310 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Nondiscrimination.** The Section 5310 subrecipient assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000(d), and 49 CFR 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

6. **Charter Operation.** The Section 5310 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

7. **Exclusive Operation.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Section 5310 subrecipient may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

8. **Buy America.** The Section 5310 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.

9. **Water Pollution Control.** The Section 5310 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, codified at 33 U.S.C. 1251 et seq., as amended, if the agreement exceeds $100,000.

10. **Anti-Lobbying.** The Section 5310 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR 20, Appendix A.

11. **Bonding Requirements.** If this agreement is for a construction project over $150,000, the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

12. **Clean Air Act.** The 5310 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., as amended, if this agreement exceeds $150,000.

13. **Resource Conservation and Recovery Act (RCRA).** The 5310 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

14. **Davis-Bacon and Copeland Anti-kickback.** The 5310 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000.

15. **Contract Work Hours and Safety Standards.** For any contract over $2,000 the 5310 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

16. **Transit Employee Protective Agreements.** The 5310 subrecipient agrees to comply with the Transit Employee Protective Agreements, as codified in 49 U.S.C. 5310 and 29 CFR 215.

17. **Compliance with FTA Terms and Conditions** The 5310 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5310 subrecipient to be in violation of the FTA terms and conditions.

18. **Public Body Non-CTC Recipients.** An Agency may receive 5311 funds when the Community Transportation Coordinator in the county is a private-for-profit entity. When the Agency accepts the 5311 funding, enters into a contract/PTGA with the Department, and the contracts with the Community Transportation Coordinator to provide rural general public transportation in the same service area in which the Community Transportation Coordinator is providing non-sponsored trips for the Commission for the Transportation Disadvantaged, then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5311 funds. The Agency will be responsible for ensuring that the Community Transportation Coordinator meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The Agency must keep financial records that substantiate the eligibility for the match being provided and make that documentation available to the Department on request.

19. **Required Audit.** The Agency shall require the independent auditor, retained to perform the audit as required by the ***Office of Management (OMB) Circular A-133 and/or the Florida Single Audit Act, 215.97 F.S.***, to specifically test and certify that services funded by the program were provided in non-urbanized areas, that there was no restriction on public use, and that the State and Federal share of eligible costs did not exceed amounts specified in the approved project budget (**Exhibit B**).

20. **Annual Performance Measures Report.** The Agency will submit an Annual Performance Measures Report. The Annual Performance Measures Report is due by January 31 of each year. The annual report will include both quantitative and qualitative information as available on each of the following measures:

    a) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities, measured in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.

b) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT G

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.513
CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities

***Award Amount:** $52,500
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: No
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

RESOLUTION
NUMBER 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF THAT CERTAIN PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

RECITALS

WHEREAS, The Charlotte County Board of County Commissioners ("Board") has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners-Transit Division of Charlotte County, Florida:

1. That the PTGA for Item-Segment-Phase-Sequence (Financial Management Number) 438947-1-84-04 is approved.
2. That Raymond Sandrock, County Administrator or his/her designee is authorized to enter into, modify or terminate the PTGA with the Florida Department of Transportation, unless specifically rescinded.

PASSED AND DULY ADOPTED this 14th day of May, 2019.

[SIGNATURE PAGE TO FOLLOW]

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By:_____
Kenneth W. Doherty, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:_____
Janette S. Knowlton, County Attorney
LR19-0320

Charlotte County Grant Checklist

Department: Budget and Administrative

Staff Completing Form: Transit

Grant Program Name: Section 5310 Operating

Instructions:

- **Departments to attach to Agenda Item when applying or accepting a grant.**
- **Fill out one form for each grant.**
- **Contact a Fiscal Services Grant Representative with any questions.**

1. **How much funding will the Department/County receive from the grant?**

   $52,500

2. **Is there a County match required? If yes, identify type and source.**

   Yes, it is what FDOT describes as 50% match
   $52,500 Federal grant fund + $52,500 local expensis = $105,000 project total.

3. **How many years have we been receiving this grant?**

   30 Years

4. **What will the grant be used for?**

   To pay for operating expenses for the Enhanced Mobility of Seniors and Individuals with Disabilities.

5. **Is it for additional or new services/equipment/facilities?**

   No

6. **Does it pay for something that the County already does?**

   Yes.

7. **Does it pay for any positions? If yes, what happens to the position(s) if the grant goes away?**

   Yes. Transit would look at another grant to pay for the position .

8. **Is the County obligated to pay for anything after the grant goes away?**

   No.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 12.

---

1 DEPARTMENT MAKING REQUEST

Transit

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Agreement with the Florida Department of Transportation (FDOT) to affirm an award in the amount of $82,000 from the Formula Grants for Rural Areas Program (49 U.S.C 5311) for Grant funding Year 2019 operating expenses.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Grant funds in the amount of $82,000 and the required match of $82,000 are included in the FY18/19 Operating Budget under Budget and Administrative Services Transit Division.

Financial Impact Summary Statement
Funding for the grant comes from the Federal Transit Administration (FTA) Section 5311 Operating Grant in the amount of $82,000. The required cash match will be provided by County funds in the Budget and Administrative Services Transit Division FY 18/19 budget.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Annually, BCC approves the Transit Resolution to apply for the annual 5311 grant. Section 5311 Operating grant agreement will provide $82,000 in operating funds for the Charlotte County Transit Rural and Non-Urban program.
The County will receive funding to subsidize a portion of public transportations operating cost.

ATTACHMENTS:

File Name	Description	Upload Date	Type
RESOLUTION.pdf	RESOLUTION	4/18/2019	Resolution Letter
5311_PTGA.pdf	5311 PTGA Agreement	4/18/2019	Agreement
5311_Operating_Checklist.pdf	Section 5311 Operating Checklist	4/4/2019	Cover Memo

RESOLUTION
NUMBER 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF THAT CERTAIN PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

RECITALS

WHEREAS, The Charlotte County Board of County Commissioners ("Board") has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners-Transit Division of Charlotte County, Florida:

1. That the PTGA for Item-Segment-Phase-Sequence (Financial Management Number) 410119-1-84-37 is approved.
2. That Raymond Sandrock, County Administrator or his/her designee is authorized to enter into, modify or terminate the PTGA with the Florida Department of Transportation, unless specifically rescinded.

PASSED AND DULY ADOPTED this 14th day of May, 2019.

[SIGNATURE PAGE TO FOLLOW]

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By:_____
Kenneth W. Doherty, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:_____
Janette S. Knowlton, County Attorney
LR19-0322

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU	FLAIR Category:	088774
410119-1-84-37		Work Activity Code/Function:	215	Object Code:	780000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	1001-2018-14	Org. Code:	55012020129
				Vendor Number:	F596000541056
Contract Number:	G1686	Federal Award Date:			
CFDA Number:	20.509	Agency DUNS Number:	194508961		
CFDA Title:	Formula Grants for Rural Areas				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Charlotte County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in using Federal Transit Administration (FTA) Section 5311, "Formula Grants for Rural Areas" program funds for eligible activities as outlined in 49 U.S.C. FTA Section 5311 Circular include financial assistance in the Agency's reimbursement of operating expenses and costs directly related to system operation which include administrative, and management expenses, less revenues, associated with the provision of public transportation services in the rural area(s) of Charlotte County, as identified in the Agency's annual grant application(s) on file with the Department and, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction

X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Financial Assistance (Single Audit Act)
_ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. _ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the _ day of _, or within _ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $164,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $82,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

__ Travel expenses are NOT eligible for reimbursement under this Agreement.

X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. X Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-

specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department

to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured

pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without

approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY - Charlotte County Board of County Commission

By: _____

Name: Raymond Sandrock

Title: County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton

Janette S. Knowlton, County Attorney
LR19-0322

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John M. Kubler, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review: a. D. 3/29/19

Don Conway

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By_____
Deputy Clerk

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this project Agreement is to provide for the Department's participation, using Federal Transit Administration (FTA) Section 5311, "Formula Grants for Rural Areas" program funds to provide operating assistance up to 50%. Eligible activities as outlined in 49 U.S.C. FTA Section 5311 Circular include financial assistance in the Agency's reimbursement of operating expenses and costs directly related to system operation which include administrative, and management expenses, less revenues, associated with the provision of public transportation services in the rural area(s) of Charlotte County, as identified in the Agency's annual grant application(s) on file with the Department.

B. Project Location (limits, city, county, map): Charlotte County, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Charlotte County Transit provides service within the rural area of Charlotte County. This project will help maintain the current level of service. Public transit services are provided to the general public with this funding. Service is provided Monday through Friday 6:30 a.m. - 6:00 p.m. and 9:00 a.m. - 6:00 p.m. on Saturday.

D. Deliverable(s): The Agency shall provide quarterly progress reports that indicate milestones achieved.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Expenses created from third party contracts which were not approved by the Florida Department of Transportation in accordance with Article 12 of this document.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
410119-1-84-37	DU	088774	2019	780000	20.509	Formula Grants for Rural Areas	$82,000
		Total Financial Assistance					$82,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$23,268	$23,268	$46,536
Fringe Benefits	$0	$12,614	$12,614	$25,228
Contractual Services	$0	$46,118	$46,118	$92,236
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$0***	***$82,000***	***$82,000***	***$164,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
X Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelley Fernandez
Department Grant Manager Name

Kelley Fernandez
Signature

4/24/19
Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5311: Formula Grants for Rural Areas)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with the following requirements:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. 5311) and Section 341.051(1)(a), F.S.

2. **Prevention Programs.** The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

4. **FTA Compliance.** The Section 5311 subrecipient shall at all times comply with all applicable Federal Transit Administration ("FTA") regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Charter Operation.** The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d), (r) and 49 CFR 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

6. **Exclusive Operation.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

7. **Buy America.** The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this Agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

8. **Water Pollution Control.** The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, codified at 33 U.S.C. 1251 et seq., as amended, if the agreement exceeds $100,000.

9. **Anti-Lobbying.** The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5).

10. **Bonding Requirements.** If this Agreement is for a construction Project over $150,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

11. **Clean Air Act.** The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., as amended, if this Agreement exceeds

$150,000.

12. **Resource Conservation and Recovery Act (RCRA).** The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

13. **Davis-Bacon and Copeland Anti-kickback.** The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000.

14. **Contract Work Hours and Safety Standards.** For any contract over $2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

15. **Transit Employee Protective Agreements.** The 5311 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 49 U.S.C. 5333 and 29 CFR 215.

16. **Compliance with FTA Terms and Conditions.** The 5311 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

17. **Annual Safety Certification.** In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan, and has performed annual safety inspections of all buses operated.

18. **Budget/cost analysis.** The Agency will assist the Department by providing accurate information for the Department to create a budget/cost analysis in accordance with Section 216.3475, F.S.

19. **Non-urbanized area.** The Agency will provide the methodology for determining the non-urbanized area portion of their service prior to submitting the first invoice. The agency will submit an updated methodology once per year.

20. **Attorney certification.** The Agency will submit an attorney certification prior to submitting the first invoice and once yearly thereafter for goods or services procured under this Agreement in accordance with Chapter 287, F.S.

21. **Public Body Non-CTC Recipients.** An Agency may receive 5311 funds when the Community Transportation Coordinator in the county is a private-for-profit entity. When the Agency accepts the 5311 funding, enters into a contract/PTGA with the Department, and the contracts with the Community Transportation Coordinator to provide rural general public transportation in the same service area in which the Community Transportation Coordinator is providing non-sponsored trips for the Commission for the Transportation Disadvantaged, then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5311 funds. The Agency will be responsible for ensuring that the Community Transportation Coordinator meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The Agency must keep financial records that substantiate the eligibility for the match being provided and make that documentation available to the Department on request.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT G

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.509
CFDA Title: Formula Grants for Rural Areas

***Award Amount:** $82,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: No
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

Charlotte County Grant Checklist

Department: Budget and Administrative

Staff Completing Form: Transit

Grant Program Name: Section 5311 Operating

Instructions:

- **Departments to attach to Agenda Item when applying or accepting a grant.**
- **Fill out one form for each grant.**
- **Contact a Fiscal Services Grant Representative with any questions.**

1. **How much funding will the Department/County receive from the grant?**

   $82,000

2. **Is there a County match required? If yes, identify type and source.**

   Yes, This grant is what FDOT describes as 50% project Match:
   $82,000 grant funds and $82,000 Local expenses = $164,000 project total.

3. **How many years have we been receiving this grant?**

   31 Years

4. **What will the grant be used for?**

   To pay for operating expenses for Rural area passengers.

5. **Is it for additional or new services/equipment/facilities?**

   No

6. **Does it pay for something that the County already does?**

   Yes.

7. **Does it pay for any positions? If yes, what happens to the position(s) if the grant goes away?**

   Yes. Transit would look at another grant to pay for the position .

8. **Is the County obligated to pay for anything after the grant goes away?**

   No.

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: F - 13.

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1 DEPARTMENT MAKING REQUEST

Transit

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Agreement with the Florida Department of Transportation (FDOT) to affirm an award in the amount of $377,335 from the Block Grant Program for Grant funding Year 2019.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Grant funds in the amount of $377,335 and the required match of $377,335 are included in the FY18/19 Operating Budget under Budget and Administrative Services Transit Division.

Financial Impact Summary Statement
Funding for the grant comes from the Florida Department of Transportation Public Transit Block Grant Program in the amount of $377,335. The required cash match will be provided by County funds in the Budget and Administrative Services Transit Division FY 18/19 budget.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Annually, BOCC approves the Transit Resolution to apply for the annual Block grant. FDOT Block grant agreement will provide $377,335 in operating funds for Charlotte County Public Transportation.

The County will receive funding to subsidize a portion of public transportation cost.

ATTACHMENTS:

File Name	Description	Upload Date	Type
RESOLUTION.pdf	RESOLUTION	4/18/2019	Resolution Letter
PTGA.pdf	FDOT Block Public Trans Grant AGR	4/18/2019	Agreement
CC-Grants-Checklist.docx	Checklist	4/5/2019	Cover Memo
410138-1-84-03_Lobbying_Cert.pdf	Lobbying Certificate	4/4/2019	Agreement

RESOLUTION
NUMBER 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF THAT CERTAIN PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

RECITALS

WHEREAS, The Charlotte County Board of County Commissioners ("Board") has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners-Transit Division of Charlotte County, Florida:

1. That the PTGA for Item-Segment-Phase-Sequence (Financial Management Number) 410138-1-84-03 is approved.
2. That Raymond Sandrock, County Administrator or his/her designee is authorized to enter into, modify or terminate the PTGA with the Florida Department of Transportation, unless specifically rescinded.

PASSED AND DULY ADOPTED this 14th day of May, 2019.

[SIGNATURE PAGE TO FOLLOW]

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By:_____
Kenneth W. Doherty, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:_____
Janette S. Knowlton, County Attorney
LR19-0321 _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
410138-1-84-03		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55012020129
Contract Number:	G1687	Federal Award Date:	N/A	Vendor Number:	F596000541056
CFDA Number:	N/A	Agency DUNS Number:	194508961		
CFDA Title:	N/A				
CSFA Number:	55.010				
CSFA Title:	Public Transit Block Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Charlotte County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in using Public Transit Block Grant Program funding for the Agency's eligible administration, management and operational expenses incurred through providing public transportation services in Charlotte County, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   _ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

a. The estimated total cost of the Project is $754,670. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $377,335 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

__ Travel expenses are NOT eligible for reimbursement under this Agreement.

X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. X Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   "To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

   This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY - Charlotte County Board of County Commissioners

By: _____

Name: Raymond Sandrock

Title: County Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John M. Kubler, P.E.

Title: Director of Transportation Development

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton

Janette S. Knowlton, County Attorney
LR19-0321

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review: A. D. 3/21/19

Don Conway

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By _____
Deputy Clerk

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this project is to provide for the Department's participation, through the use of Public Transit Block Grant Program funds for the Agency's eligible administrative, management, and operational expenses incurred through providing public transportation services in Charlotte County. The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. Projects shall be consistent with the applicable approved local government comprehensive plans.

B. Project Location (limits, city, county, map): Charlotte County, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project is for the Department's participation in eligible public transit operating costs which may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Department recognizes the necessity of, and allows, the Agency to provide public transportation services under this Agreement beyond its geographic boundaries for achievement of effective and efficient public transit services, and for public necessity and convenience.

D. Deliverable(s): The agency shall, at a minimum, provide to the Department, a Transit Development Plan (TDP) or annual update by September 1 of each year, two (2) copies of its most current adopted budget by March 1 of each year, and productivity and performance measures as further described in Exhibit "E" of this agreement.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Expenses created from third-party contracts which were not approved by the Florida Department of Transportation in accordance with Article 12 of this agreement.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
410138-1-84-03	DPTO	088774	2019	751000	55.010	Public Transit Block Grant Program	$377,335
		Total Financial Assistance					$377,335

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$83,211	$83,211	$0	$166,422
Fringe Benefits	$46,597	$46,597	$0	$93,194
Contractual Services	$247,527	$247,527	$0	$495,054
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$377,335***	***$377,335***	***$0***	***$754,670***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase), but the revised budget must be updated and reflected in Florida Accountability Contract Tracking System (FACTS).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

__ Monthly
X Quarterly
__ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelley Fernandez
Department Grant Manager Name

Kelley Fernandez
Signature

3/19/19
Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(For State Block Grant Only)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.052, F.S.

2. **Eligibility.** The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Section 341.052(1), F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

   a) Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

   b) Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.

3. **Local Revenue Limits.** Block grant funds shall not exceed local revenue during the term of this Agreement. Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.

4. **Supplanting Local Tax Revenue.** Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this Agreement.

5. **State Participation.** State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

6. **Required Audit.** The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Section 341.052, F.S., have been adhered to.

7. **Required Budget.** The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

8. **Required Publication of Productivity and Performance Measures.** The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty-eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

9. **Annual Plan or Update.** The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year.

   a) As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to Section 341.071(2), F.S.

   b) A TDP shall conform to the requirements in Rule 14-73, available at: http://fac.dos.state.fl.us/faconline/chapter14.pdf.

10. **Safety Requirements.** Mark the required Safety submittal or provisions for this Agreement if applicable:

X Bus Transit System – In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

___ Fixed Guideway Transportation System (established) – In accordance with Section 341.061, F.S., the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014.

___ Fixed Guideway Transportation System – This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. In accordance with Section 341.061, F.S., the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

___ Not Applicable.

11. **Formula Information.** As authorized in Section 341.052, F.S., the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, F.S. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Block Grant Program
CSFA Number: 55.010
***Award Amount:** $377,335

*The award amount may change with amendments

Specific project information for CSFA Number 55.010 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.010 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Financial Project Number: 410138-1-84-03
Original Contract No.: G 1687

Standard Lobbying Certification Form

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Charlotte County Board of County Commissioners, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Raymond Sandrock, County Administrator
Name and Title of Contractor's Authorized Official

_____ Date

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
County Attorney
LR 19-0381

By:_____ **Deputy Clerk**

Charlotte County Grant Checklist

Department: Budget and Administrative

Staff Completing Form: Transit

Grant Program Name: FY19 FDOT Block Grant Program

Instructions:

- **Departments to attach to Agenda Item when applying or accepting a grant.**
- **Fill out one form for each grant.**
- **Contact a Fiscal Services Grant Representative with any questions.**

1. **How much funding will the Department/County receive from the grant?**

   $377,335

2. **Is there a County match required? If yes, identify type and source.**

   Yes. This grant requires a 50% Match:
   $377,335 State grant funds and $377,335 local expenses = $754,671 project total.

3. **How many years have we been receiving this grant?**

   20+

4. **What will the grant be used for?**

   To pay for expenses for Public Transportation.

5. **Is it for additional or new services/equipment/facilities?**

   No.

6. **Does it pay for something that the County already does?**

   Yes.

7. **Does it pay for any positions? If yes, what happens to the position(s) if the grant goes away?**

   Yes, Transit would look at another grant to pay for the positions.

8. **Is the County obligated to pay for anything after the grant goes away?**

   No.

Financial Project Number: 410138-1-84-03
Original Contract No.: G 1687

Standard Lobbying Certification Form

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Charlotte County Board of County Commissioners, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____Name and Title of Contractor's Authorized Official

_____ Date

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: H - 1.

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1 DEPARTMENT MAKING REQUEST

Parks and Natural Resources

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve the agreement between Charlotte County and the William R. Gaines JR., Veteran Memorial Fund, Inc. accepting the donation of a flagpole to be placed at the William R. Gaines Jr. Veterans Memorial Park.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. The installation of the flagpole will be done under the CIP project "Wm R. Gaines Veterans Memorial Park," as approved in the FY19 budget process. Funding for the flagpole installation is supplied from the Capital Projects Fund, ad valorem.

Financial Impact Summary Statement
Funding for the flagpole installation is supplied from the Capital Projects Fund, ad valorem. The value of the donated asset will be collected for capitalization when it is installed.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The Memorial Fund has been established as a 501(c)(3) not for profit organization for the purpose of raising funds for the development of new structures and facilities at the Memorial Park. The Memorial Fund wishes to donate the flagpole as a park amenity. The County will be responsible for the installation, permitting and maintenance of the flagpole.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Flagpole_Agreement_with_Exhibits_Signed.pdf	Agreement	4/26/2019	Agreement

AGREEMENT

THIS AGREEMENT ("Agreement"), is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (the "County"), and the WILLIAM R. GAINES JR., VETERAN MEMORIAL FUND, INC., a Florida Not-For-Profit Corporation, 3280-55A Tamiami Trail, Unit 121, Port Charlotte, Florida 33952 (the "Memorial Fund"); (collectively, the "Parties").

RECITALS

WHEREAS, William R. Gaines, Jr., a resident of Charlotte County, Florida, was killed in action while serving his country as a Marine in the U.S. component of the United nations multinational peacekeeping force in Beirut, Lebanon; and

WHEREAS, the William R. Gaines, Jr., Veterans Memorial Park ("Memorial Park") is a County-owned Park located on Edgewater Drive, Port Charlotte, Charlotte County, Florida, named in honor of William R. Gaines, Jr. and established to provide a place where veterans, neighbors and families can come together to experience the beauty of nature and honor the sacrifices of veterans; and

WHEREAS, Memorial Fund has been established as a 501(c)(3), non-profit organization and a Florida Not-For-Profit corporation, to raise funds for the development of new structures and facilities at Memorial Park; and

WHEREAS, Memorial Fund wishes to purchase a flagpole ("Flagpole") to be placed in perpetuity at Memorial Park; and

WHEREAS, County is willing to accept and undertake, in perpetuity, the installation, permitting, and maintenance of the Flagpole; and

WHEREAS, the Parties wish to enumerate their respective responsibilities and rights regarding the Flagpole in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The Recitals above are incorporated into this Agreement by reference.

2. **Installation.** The County shall install the Flagpole described in the Invoice attached as **Exhibit A**, at the location specified in attached **Exhibit B**, which includes a Site Plan approved by County.

3. **Maintenance.** County agrees to maintain the Flagpole in good working order and in clean condition, in perpetuity, for the duration of its useful life, so long as the property continues to be used as Memorial Park.

4. **Term.** The Effective Date shall be the date County executes the Agreement.

5. **Consideration.** In addition to the mutual promises described in this Agreement the Parties agree that as further consideration for the Agreement, the Memorial Fund donates and grants to the County title to the Flagpole, which title shall vest upon the completion of installation of the Flagpole.

6. **Limitations.** This Agreement is contingent upon County obtaining all necessary permits, associated with installation of the Flagpole, including, but not limited to, building or construction permits and environmental permits, if required. County is responsible for all inspections necessary to meet permit conditions and all actions necessary to comply with permit conditions. All Site Plans and construction, or changes thereto, must meet County engineering and construction standards and must be approved by County. County will observe all construction and ensure that installation standards are met in accordance with the approved plans and specifications.

7. **Costs.** County will pay all costs arising from this Agreement, including, but not limited to, permit fees, utilities, applicable taxes, construction, installation, insurance, inspection and mitigation costs.

8. **Alteration or Removal**. Memorial Fund may not alter or remove the Flagpole without prior approval from County.

9. **Indemnification.** The Memorial Fund agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs up to and including any such fees and costs incurred for appeals, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Memorial Fund, including its agents, officers, employees, contractors, subcontractors, and other persons employed or utilized by the Memorial Fund for any action arising from this Agreement.

10. **Installation Date**. Installation of the Flagpole, including inspections, will be completed by County at a date no later than six (6) months from the Effective Date of this Agreement, or at any other time as may be agreed to in writing by the Parties.

11. **Notice**. All notices under this Agreement shall be delivered to the Parties in writing at the following addresses or such other addresses designated by the Parties:

If to the County:
Director
Community Services Department
2300 El Jobean Road
Port Charlotte, FL 33948
with a copy to:
County Attorney
18500 Murdock Circle, Suite 573
Port Charlotte FL 33948

If to the Memorial Fund:
Michael A. Gaines, Director
3280-55A Tamiami Trail, Unit 121
Port Charlotte, Florida 33952

12. **Termination.** This Agreement may be terminated by either party only for material breach of its terms, provided, however, that the non-breaching party must provide written notice of the breach to the breaching party and allow the breaching party no less than (10) days in which to cure the breach prior to termination.

13. **Public Records.** Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) 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 in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential 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; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.

14. **Applicable Law**. This Agreement and the rights and obligations of the Parties will be interpreted in accordance with the laws of the State of Florida, with venue in Charlotte County, Florida.

15. **Severability.** If any provision of this Agreement, or the application of its provisions to any person or circumstance, is adjudicated as invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall remain in effect fully practicable.

16. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be considered an original and all of which, when taken together, constitute one and the same instrument.

17. **Assignment.** This Agreement may not be assigned to another party without the prior written consent of the County.

18. **Entire Agreement, Amendments**. This Agreement is the entire agreement between the Parties and may not be modified except by written agreement executed by both parties, and no oral representation of any officer or employee of the County constitutes an amendment to this agreement. No representations or warranties have been made, or relied upon, except as set forth herein.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the date executed by County.

(SIGNATURE PAGE FOLLOWS)

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

Date: _____

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney

LR 19-00318 JS

WILLIAM R. GAINES JR., VETERAN MEMORIAL FUND, INC.

By: Michael A. Gaines
Michael A. Gaines, Director

Date: 4/25/19

WITNESS:

By: Sarah Dambrosia

Date: 4/25/19

Flagpoles Etc. Inc.
407 Hadley Street
Holly, MI 48442
(888) 735-5591
sales@flagpolesetc.com

Invoice

FLAGPOLES ETC.
Residential & Commercial ★ Flags & Flagpoles
407 Hadley Street / Holly, MI 48442 USA
(248) 634-7183

BILL TO	SHIP TO
WILLIAM R GAINES JR VETERANS MEMORIAL FUND MICHAEL GAINES 3280-55A TAMIAMI TRAIL UNIT 121 PORT CHARLOTTE, FL 33952 941-276-8633 AWBILL2003@GMAIL.COM	WILLIAM R GAINES JR VETERANS MEMORIAL FUND MICHAEL GAINES 3280-55A TAMIAMI TRAIL UNIT 121 PORT CHARLOTTE, FL 33952 941-276-8633 AWBILL2003@GMAIL.COM

INVOICE #	DATE	TOTAL DUE		TERMS	ENCLOSED
78247	04/10/2019	$8,670.00		Net 30	

HEARD ABOUT US
TEAM 1

REP
SP

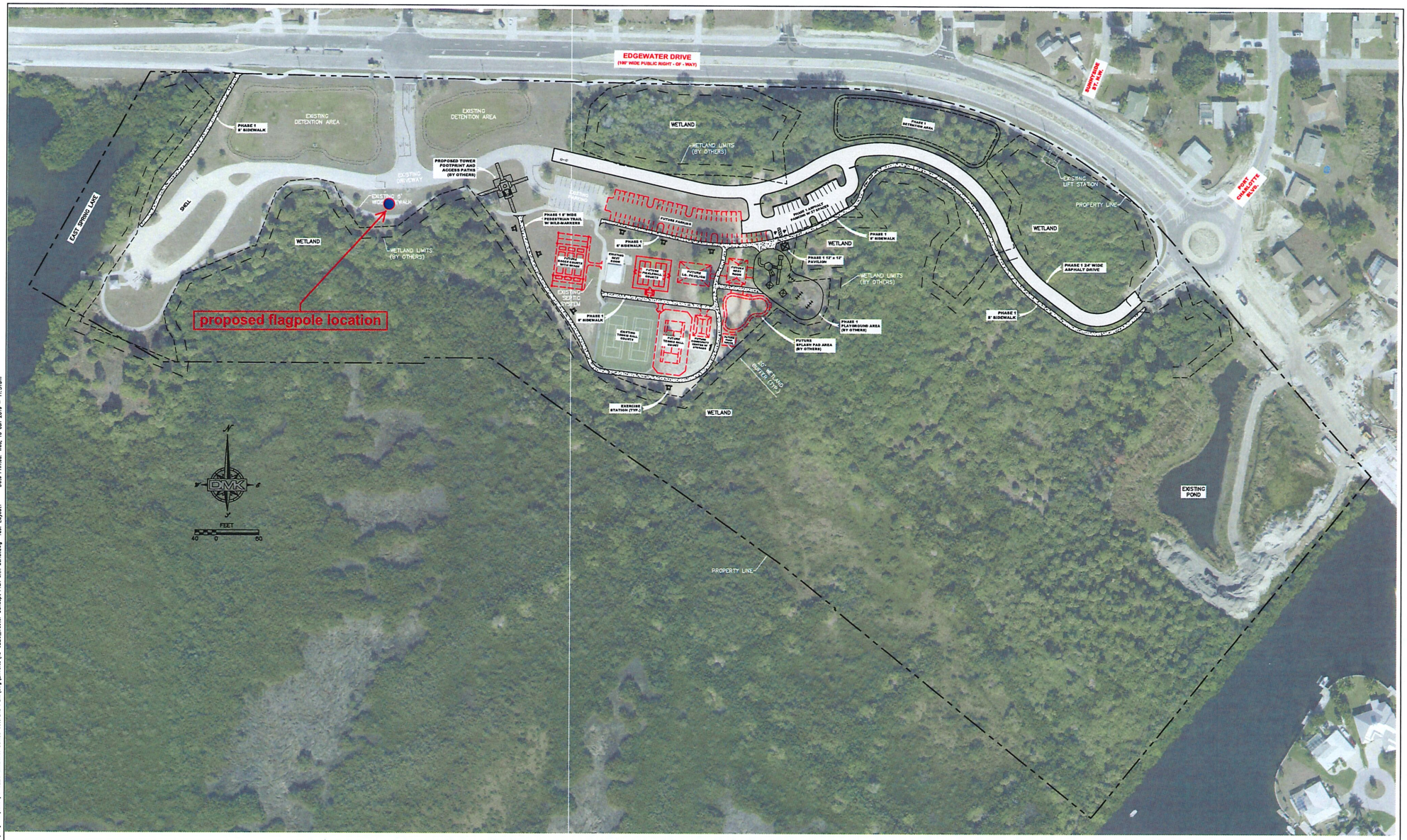
DATE	ACTIVITY	QTY	RATE	AMOUNT
04/10/2019	60'X12'X.312.' COASTAL INTERNAL HALYARD WITH WINCH FLAGPOLES ARE TAPERED FROM A 6063-T6 SEAMLESS EXTRUDED ALUMINUM TUBING, WITH STANDARD FEATURES INCLUDING A REVOLVING TRUCK ASSEMBLY WITH STAINLESS STEEL BEARING CONCEALED INSIDE A CYLINDRICAL HOOD, STAINLESS STEEL AIRCRAFT CABLE HALYARD WITH TWO CHROME PLATED BRONZE SWIVEL SNAPHOOKS, PLASTIC COVERED COUNTERWEIGHT AND BEADED SLING. A WINCH IS PROVIDED INSIDE THE POLE AT 4' 6' ABOVE GROUND LEVEL TO RAISE OR LOWER THE FLAG BY USE OF A REMOVABLE HAND CRANK. THE WINCH CONTAINS AN AUTOMATIC BRAKE SYSTEM TO PERMIT LOCKING OF FLAG IN ANY POSITION. SPUN ALUMINUM FLASH COLLAR TO MATCH POLE AND GALVANIZED CORRUGATED STEEL GROUNDSLEEVE WITH GROUNDING SPIKE. -REINFORCED DOOR	1	7,775.00	7,775.00
04/10/2019	MEETS THE 150 MPH WIND SPEED FLAGGED -			
04/10/2019	ANODIZED FINISH FOR 60' FLAGPOLE	1	895.00	895.00
04/10/2019	THIS IS A 4 WEEK LEAD TIME IF WE ORDER RIGHT AWAY -			

Any building permits or local ordinances, if required, are the responsibility of the customer and not included. Miss Dig must be contacted before digging. Thank you for your interest. We guarantee our prices.

BALANCE DUE **$8,670.00**

EXHIBIT A

These prices include freight delivered to your door unless noted!!



DATE	REVISION	BY

DMK ASSOCIATES
ENGINEERS ■ SURVEYORS
421 Commercial Court, Suite C Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3943

DATE 07/25/18	CKD. BY	DATE
DRAWN DRA	TER	01/16/19
DESIGN DRA	TER	01/16/19
SCALE @ 22"x34"	DMK NO. 18-0220	

CHARLOTTE COUNTY
18500 MURDOCK CIRCLE
PORT CHARLOTTE, FL. 33948
PH. 941-743-1378
FAX: 941-743-1384

WILLIAM R. GAINES, JR VETERANS MEMORIAL PARK (PHASE 1)

MASTER CONCEPT PLAN

ENGINEER OF RECORD
TIMOTHY E. ROANE, P.E.
STATE OF FLORIDA NO. 63113

SHEET No. 1

Drawing name: F:\Projects\2018\18-0220 William R Gaines Veterans Park\dwg\Exhibits\18-0220_Master Concept Plan with aerial.dwg Tab: Layout1 Date Printed: Wed, 16 Jan 2019 - 11:31am

EXHIBIT
B
tabbies

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: I - 1.

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1 DEPARTMENT MAKING REQUEST

Economic Development

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Request Chairman to execute a Settlement Agreement with Western Michigan University with regard to premature termination of Economic Development Investment Agreement and termination of Sublease.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Settlement funds of $400,000 will be received back into the General Fund.

Financial Impact Summary Statement
No Financial impact.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Draws to a conclusion the County's relationship with Western Michigan University and collects the premature termination fees outlined in the Economic Development Investment Agreement.
Terminates Sublease and creates payment on termination fees within 30 days of Agreement execution.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Settlement_Agreement_WMU_Execution.pdf	Signed Settlement Agreement	4/16/2019	Agreement
Economic_Development_Investment_Agreement.pdf	Western Michigan University Economic Development Investment Agreement	4/30/2019	Backup Material
WMU_executed_hangar_sublease.pdf	Hangar and Building Sublease Agreement	4/30/2019	Backup Material
Agr_2016-050_Charlotte_County_-_WMU_Hangar_Lease_dated_9.13.16.pdf	Agr 2016-050 Hangar and Building Lease Agreement	4/30/2019	Backup Material
Attachment_A_to_Settlement_Agreement.pdf	Attachment A to Settlement Agreement	5/7/2019	Backup Material

SETTLEMENT AGREEMENT

WHEREAS, the Board of Trustees of Western Michigan University, a Michigan Constitutional body corporate (hereinafter the University), and the Board of County Commissioners of Charlotte County, Florida (hereinafter the County), a political subdivision of the State of Florida (hereinafter singularly the Party or, collectively, Parties), have entered into an Economic Development Investment Agreement effective March 21, 2017, regarding the operation of an aviation flight training program located at the Punta Gorda airport, and

WHEREAS, the Parties also entered into a Hanger and Building Sublease Agreement effective December 13, 2016, (hereinafter the Sublease) which incorporates therein the terms and conditions of the master Hanger and Building Lease Agreement between the County of Charlotte and the Charlotte County Airport Authority dated October 1, 2016, and

WHEREAS, Western Michigan University, has, upon thoughtful consideration and deliberation, decided to close the University's Punta Gorda location in Charlotte County, Florida, and discontinue its aviation flight training program located there effective Aug. 31, 2019, and

WHEREAS, the Parties desire to settle and resolve all outstanding obligations and duties regarding the termination of the above agreements and the closure of the University's Punta Gorda aviation flight training program,

THEREFORE, the Parties agree as follows in complete and final resolution of all duties, obligations, and rights related to the above-described agreements:

1. The Sublease effective December 13, 2016, will be terminated effective October 1, 2019, and no payment or compensation shall be due to either Party as a result of the termination.
2. All existing rights, duties, and obligations contained in the Sublease, including those incorporated by reference, shall remain in effect until the lease is terminated effective October 1, 2019.
3. With regard to the Economic Development Investment Agreement (hereinafter the EDIA) the Parties agree as follows:
    a. Subject to the terms of this Settlement Agreement the EDIA shall be terminated and all rights, duties, obligations shall cease and be extinguished on October 1, 2019.
    b. In consideration of the premature termination of the EDIA and in fulfillment of all obligations and duties contained in Article 5 Section (C), the University shall pay to the County a lump sum termination

payment of Three Hundred Thousand Dollars ($300,000) within 30 days of the complete execution of this Settlement Agreement.

c. In consideration of the premature termination of the EDIA and in fulfillment of all obligations and duties contained in Article 5 Section (E), the University shall compensate the County with a termination amount of One Hundred Sixty Thousand dollars ($160,000) to be calculated and delivered as follows:
    i. A One Hundred Thousand Dollar ($100,000) lump sum cash payment within 30 days of the complete execution of this Settlement Agreement.
    ii. The University will and does relinquish ownership of and transfers ownership to the County the assets and items identified on Attachment A to this Settlement Agreement as of October 1, 2019, which the Parties agree and stipulate represent a cash value of Sixty Thousand Dollars ($60,000). Any and all items listed on Attachment A shall be transferred free and clear of any liens or encumbrances.

d. The above-described termination payments and compensation is in fulfillment of and extinguishes all University obligations under the EDIA including, but not limited to, any penalty, liquated damages, or other amounts owed under Article 5, or any other article of section, of the EDIA.

e. The County may use or dispose of the assets and items identified in Attachment A in its sole discretion.

4. The Parties agree that this Settlement Agreement may be pled as a complete defense and bar to any claim or suit brought by one Party, or any party acting on its behalf or through any assignment or transfer, against the other Party arising out the above-described agreement including, but not limited to, claims for breach of contract or default. In the event one Party, or any party acting on its behalf or through any assignment or transfer, files suit or makes any claim against the other Party, the Party asserting such claim or suit shall indemnify and hold harmless the Party against who suit claim or suit was filed or asserted, including the payment of attorney fees incurred.
5. This Settlement Agreement shall be enforced and interpreted according the laws of the State of Florida.
6. No other agreements regarding termination of the above-described agreements exist and the terms and conditions of this Settlement constitute the entire agreement between the Parties regarding the agreements described herein.

7. This Settlement Agreement shall become effective when executed by both Parties.

BOARD OF
COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

Dated: _____, 2019

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Janette S. Knowlton, County Attorney
LR 19-0192

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: Jan Van Der Kley
Jan Van Der Kley
Treasurer to the Board of Trustees

Date: April 15TH, 2019

Witnesses:

AnnMarie Cox

Terri L. Riemland

WESTERN MICHIGAN UNIVERSITY
ECONOMIC DEVELOPMENT INVESTMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT INVESTMENT AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" (as defined herein), by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("County") and the BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose mailing address is 1903 W. Michigan Avenue, Kalamazoo, Michigan 49008 ("WMU").

RECITALS

WHEREAS, County finds that the expansion and the enhancement of the economy of Charlotte County serves a public purpose; and,

WHEREAS, County finds that expending funds that foster economic development improves purchasing power and the general prosperity throughout Charlotte County as a result of the increase, maintenance and expansion of jobs, wage levels and employee benefits; and,

WHEREAS, Section 125.045 *Florida Statutes* authorizes public funds to be expended and the conveyance of land for the attraction and retention of business activities; and,

WHEREAS, WMU is an accredited secondary education institution that has partnered with Florida SouthWestern State College to establish a physical presence in Charlotte County that will include a College of Aviation flight-training program at the Punta Gorda Airport; and,

WHEREAS, the operation of a WMU College of Aviation flight-training program in Charlotte County will create new jobs, diversify the local workforce, and positively impact the Punta Gorda Airport and local aviation-related businesses; and,

WHEREAS, the encouragement of private business expansion and economic development in the Southwest Florida region is an important Charlotte County goal; and,

WHEREAS, WMU has leased certain property located at the Punta Gorda airport, known as Hangar 115 and the surrounding premises, to operate a College of Aviation flight-training program; and,

WHEREAS, Charlotte County desires to enter into an agreement with Western Michigan University to construct certain improvements to Hangar 115 and

the surrounding leasehold area to foster the establishment of a Western Michigan University College of Aviation flight-training program at the Punta Gorda Airport; and,

WHEREAS, County and WMU desire to enter into this Agreement in order to set forth certain rights and duties of County and WMU in connection with the expenditure of economic development investment funds.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged by County and WMU, intending to be legally bound, hereby agree as follows:

1. RECITALS.

The recitals of fact set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. AUTHORITY.

WMU warrants and represents to County that WMU has all requisite lawful authority to enter into and perform this Agreement, and that the individual executing this Agreement on behalf of WMU has the authority to bind WMU. The authority of the individual executing this Agreement on behalf of WMU shall be evidenced by written approvals, authorizations, resolutions, or such other documentation as reasonably required by counsel for County.

County warrants and represents to WMU that County has all requisite lawful authority to enter into and perform this Agreement, and that the individual executing this Agreement on behalf of County has the authority to bind County. The authority of the individual executing this Agreement on behalf of County shall be evidenced by written approvals, authorizations, resolutions, or such other documentation as reasonably required by counsel for WMU.

3. TERM.

(A) The term of this Agreement shall commence on the Effective Date, and shall terminate on January 1, 2023 or until terminated as provided herein.

(B) County, in County's sole discretion, may terminate this Agreement prior to completion of the improvements described in Exhibit "A" and Exhibit "B" attached hereto and incorporated by reference. County shall give WMU written notice of termination prior to termination and then WMU

may complete the improvements described in Exhibits "A" and "B" at its own expense on terms no less favorable than those under which the County was constructing the improvements and the agreement shall continue but WMU shall be relieved of all obligations contained herein. WMU hereby expressly acknowledges that the availability of funds may determine whether or not this Agreement is terminated by County. The termination of this Agreement shall discharge WMU's obligations in this Agreement including those set forth in Paragraphs 5, 6 and 7.

(C) WMU acknowledges that it may have continuing obligations to the County regarding reporting and financial records extending for a specified period beyond the termination of this Agreement. However, in the event the County terminates this Agreement and WMU assumes the project, then WMU shall have no reporting obligations.

4. COUNTY ECONOMIC DEVELOPMENT INVESTMENT.

A. County agrees to fund and construct certain College of Aviation flight-training program related improvements within the leasehold area known as Hangar 115 and the surrounding premises at the Punta Gorda Airport, which is the subject of an existing sublease between the parties executed on or about November 22, 2016 (the "Sublease"). Improvements to the existing building known as Hangar 115 shall be in substantial conformance with the floor plan shown on Exhibit "A", attached hereto and incorporated by reference. County agrees to fund and construct a new building adjacent to Hangar 115 in substantial conformance with the floor plan shown on Exhibit "B", attached hereto and incorporated by reference.

B. The parties agree that the total cost for all improvements by County described herein will not exceed Five Hundred Thousand Dollars ($500,000) (the "Cost Estimate").

C. In the event that WMU ceases to use the improvements depicted in Exhibits "A" and "B" for operation of a College of Aviation flight-training program, County shall have the option to reclaim and relocate any portions of the improvements in its sole discretion to the extent it does not conflict with the terms of the Sublease. In the event that any portions of the improvements are reclaimed or relocated by County, the existing value of the reclaimed improvements as determined by the Charlotte County Property Appraiser, shall count toward and proportionally offset any monetary obligations WMU may owe County as described in this Agreement.

5. WMU OBLIGATIONS.

A. WMU agrees to establish and commence operation of a College

of Aviation flight-training program at the Punta Gorda Airport in Hangar 115 and the surrounding premises no later than January 2018.

B. WMU agrees to invest no less than Two Million Dollars ($2,000,000) in building improvements and/or equipment and training machinery in its College of Aviation flight-training program in Punta Gorda prior to July1, 2018. This equipment shall include, but is not limited to: furniture and equipment required to occupy and operate the flight school facility; furniture, aircraft, equipment and parts required for the set-up and operation of the flight maintenance and support operations; aircraft simulators to be utilized in the facility for the training of students; and aircraft to be based at the Punta Gorda Airport for training purposes. This provision encompasses funds already spent in anticipation of this agreement. With the exception of building improvements, if any, that constitute fixtures, all items described in and covered by this paragraph shall be and remain the property of WMU.

C. WMU agrees to continuously operate a College of Aviation flight-training program at the Punta Gorda Airport for a period of no less than five (5) years. In the event that WMU ceases to continuously operate a College of Aviation flight-training program at the Punta Gorda Airport for five (5) years, WMU will repay County One Hundred Thousand Dollars ($100,000) for each and every year less than five (5) years that it is in operation *[e.g., if WMU ceases a College of Aviation flight-training program at the Punta Gorda Airport after only four years, WMU will repay County One Hundred Thousand Dollars ($100,000)].* WMU shall pay any and all amounts owed within thirty (30) days after receipt of written notice from County.

D. WMU agrees to appropriately staff the College Aviation flight-training program based on enrollment and program need. WMU will provide County with written reports every six months during the term of this Agreement documenting staffing levels and salaries. WMU agrees that within five (5) years after the effective date of this agreement WMU shall maintain an average student enrollment level of 150 (one hundred and fifty) students per academic year during the term of this agreement, unless the airline industry as a whole sustains a significant market disruption that exceeds normal market fluctuation and results in a twenty-five percent (25%) reduction in the labor market for commercial airline pilots. In such event, the Parties shall engage in good faith discussions to adjust required enrollment in an effort to continue the aviation program described herein.

E. If, at the conclusion of the term of this Agreement, County determines that WMU has not fulfilled its required enrollment levels and capital expenditures throughout the term of this Agreement, County shall provide written notice, including supporting documentation, to WMU indicating the shortfall as a percentage less than one hundred percent

(100%) that is equivalent to any deficient performance. Within thirty (30) days after receipt of written notice, WMU shall either provide a written response with supporting documentation evidencing no shortfall exists or repay County Five Thousand Dollars ($5,000) for every percentage point indicated in the written notice described herein *[e.g., if it is determined that WMU has not performed and maintained its enrollment levels and capital expenditures by six percent (6%), WMU will repay County Thirty Thousand Dollars ($30,000)]*. Partial percentage points shall not be used in the calculation.

6. RECORDS.

A. The County Economic Development Department Director, or authorized designee, will be responsible for monitoring and tracking WMU's performance and achievement of the required enrollment levels and capital expenditures throughout the term of this Agreement. WMU shall provide documentation to County regarding its performance and achievement of the required enrollment levels and capital expenditures on or before January 1 of each year after it commences operation of its College of Aviation flight-training school at the Punta Gorda Airport. Enrollment levels shall be determined by the numbers included in the formal Fall and Spring census numbers maintained by WMU. In the event that the County Economic Development Office Director, or authorized designee, in the exercise of reasonable business judgment, desires additional documentation to confirm and verify performance and achievement of the required employment levels and capital investments, WMU shall provide all specified documentation within fifteen (15) days after receipt of a written request for documentation.

B. WMU will keep and, upon request, provide to County, or its agents, records verifying the required enrollment levels and capital expenditures. This Agreement is subject to WMU allowing County reasonable access to WMU's files to review WMU's books and records that are necessary to confirm WMU's performance of its duties under this Agreement.

7. DEFAULT.

Either party shall be in default if it violates any term or provision of this Agreement. In the event WMU fails to fulfill any term or condition in this Agreement, County's remedy shall be a claim to have WMU repay County the investment related to such condition as described herein. WMU's remedy for a default by County shall be a claim for the performance to which County has become obligated hereby. Such claims shall not include consequential or special damages or any other amount exceeding the agreed investment.

8. NOTICES.

All notices shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the parties at the addresses listed below or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

If to County:

Charlotte Economic Development Department
18501 Murdock Circle, Suite 302
Port Charlotte, FL 33948

With copy to:

Charlotte County Attorney
18500 Murdock Circle, Bldg. A, Suite 573
Port Charlotte, FL 33948

If to WMU:

Jan Van der Kley, Vice-President of Business and Finance
Office of Business and Finance, Western Michigan University
903 W. Michigan Avenue
Kalamazoo, Michigan 49008

Either party may designate a different address by sending notice of address change to the other party at the address set forth above.

9. INDEMNIFICATION

The Parties agree to and shall hold harmless and indemnify each other from and for any and all payments, expenses, or costs, and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by a Party's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy or business of the Party, which result from any acts or omissions by the Party or the Party's agents, employees, guests, licensees, invitees, subtenants, assignees or successors to the extent available under applicable law. The Parties expressly acknowledge that nothing herein shall alter the waiver of sovereign immunity such that the either Party's liability may be extended beyond the limits established in section 768.28, Florida Statutes.

10. MERGER.

This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations are expressly merged into this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those agreements expressly referenced in this Agreement.

11. COMPLIANCE.

The parties agree to comply with all applicable federal, state, and local laws, regulations, codes, and ordinances having jurisdiction over the parties, property, or the subject matter of this Agreement.

12. MISCELLANEOUS.

Nothing in this Agreement nor any act of WMU or County shall be deemed or construed by WMU or County or any third party to create a relationship of principal and agent, partnership, joint venture or of any other association whatsoever between WMU and County. This Agreement is not assignable. Subject to the limitation set forth in the preceding sentence, this Agreement shall bind the respective heirs, executors and successors of WMU and County. This Agreement supersedes all prior written or oral agreements and negotiations respecting this matter. This Agreement may not be changed or modified except by a written instrument signed by both WMU and County. This Agreement shall be governed by the laws of the State of Florida. Venue to resolve any dispute related to this Agreement shall be in Charlotte County, Florida. The headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

13. EFFECTIVE DATE.

The "Effective Date" shall be the date that WMU executes this Agreement.

IN WITNESS WHEREOF, County and WMU have made and executed this Agreement as of the Effective Date.

CHARLOTTE COUNTY BOARD OF
COUNTY COMMISSIONERS

By _____
Kenneth W. Doherty, Vice Chairman

Date: Feb. 14, 2017

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Janette Knowlton, County Attorney
LR16-0753

Witnesses:

_____
Signature
Ann Marie Cox
Print Name

_____
Signature
Michelle E. Hruska
Print Name:

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: _____
Print Name: Jan Van Dyke

Title: Treasurer

Date: 3-21, 2017

HANGAR AND BUILDING SUBLEASE AGREEMENT

WHEREAS, Charlotte County ("Sublessor") is a political subdivision of the state of Florida; and

WHEREAS, Charlotte County has entered into a Hangar and Building Lease with the Charlotte County Airport Authority as owner and operator of the Punta Gorda Airport in the City of Punta Gorda, including certain real property within the airport known as Hangar Building 115 and the land depicted and legally described on Exhibit A attached hereto; and

WHEREAS, The Board of Trustees of Western Michigan University ("Sublessee") is a Michigan constitutional body corporate and operates a state supported university including a College of Aviation and has a desire to commence certain aeronautical training in Florida; and

WHEREAS, Western Michigan University has a desire to Sublease Hangar Building 115 and the land as depicted and described in Exhibit A and where Charlotte County desires to Sublease said property to Western Michigan University.

THEREFORE, in consideration of the above recitals and for other valuable and valid consideration described herein the Parties hereby enter into the Hangar and Building Sublease Agreement pursuant to the terms and conditions below appearing:

MASTER LEASE.

1. MASTER LEASE. Sublessor is a tenant under a lease dated September 13, 2016 between Charlotte County Airport Authority and Sublessor (the "Master Lease") under which Sublessor leases property located at 28000 A-1 Airport Road, Punta Gorda, FL 33982, commonly known as Hangar 115 and the adjacent premises indicated in the Master Lease (the "Premises"). The Master Lease is attached hereto as Exhibit "A" and incorporated herein by reference.

PREMISES.

2. PREMISES. Sublessor now subleases to Sublessee on the terms and conditions set forth in this Sublease all of the Premises.

WARRANTY BY SUBLESSOR.

3. WARRANTY BY SUBLESSOR. Sublessor warrants and represents to Sublessee that the Master Lease has not been amended or modified since its execution, that Sublessor is not now, and as of the commencement of the term of this Sublease, will not be, in default or breach of any of the provisions of the Master Lease, and that Sublessor has no knowledge of any claim by Lessor that Sublessor is in default or breach of any of the provisions of the Master Lease.

TERM.

4. TERM. The Term of this Sublease will commence on the date last executed by the parties hereto (Commencement Date), and end on September 13, 2019 (Termination Date), unless otherwise sooner terminated in accordance with the provisions of this Sublease or unless extended pursuant to the options to extend the term for the Master Lease. Possession of the Premises will be delivered to Sublessee no later than July 1, 2017. If for any reason Sublessor does not deliver possession to Sublessee on the commencement of the Term, Sublessor will not be subject to any liability for such failure, the Termination Date will not be extended by the delay, and the validity of this Sublease will not be impaired, but rent will abate until delivery of possession.

USE OF PREMISES.

5. USE OF PREMISES. The Premises will be used and occupied exclusively for the operation of a Western Michigan College of Aviation flight school, and uses directly related to the aviation education program, including but not limited to, classroom instruction, faculty offices, and other educational activities directly related to the education aviation curriculum, and in accordance with all provisions of the Master Lease, and for no other use or purpose.

RENT.

6. RENT. Sublessee will pay to Sublessor as minimum rent, without deduction, setoff, notice, or demand, at 18501 Murdock Circle, Suite 302, Port Charlotte, FL 33948, Florida or at another place as Sublessor may designate by notice to Sublessee, the sum of $1.00 per year, in advance to be paid on the anniversary date of said Sublease.

INSURANCE AND INDEMNIFICATION.

7. INSURANCE AND INDEMNIFICATION. Sublessee shall obtain and maintain insurance in the types and amounts specified in the Master Lease and agrees to name Sublessor as an additional insured. In addition to the commercial general liability coverage required by the Master Lease, Sublessee agrees to obtain and maintain the following insurance: Aircraft Liability Insurance at a limit of liability not less than **$5,000,000** each occurrence and **$5,000,000** annual aggregate. This coverage shall include Bodily Injury and Property Damage Liability; Personal and Advertising Injury Liability; Medical Payments each person $50,000 part of $5,000,000 each occurrence not in addition to; and Ground Hangarkeeper's Property Damage Liability with Each Aircraft Limit of $5,000,000. The certificate holder shall be named; Charlotte County Airport Authority and Charlotte County Board of County Commissioners and each shall be named as additional insureds under the policy(s). Sublessee also agrees to and shall hold harmless and indemnify the Sublessor from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Sublessee or the Sublessee's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy or business of the Sublessee which result from any acts or omissions by the Sublessee or the Sublessee's agents, employees, guests, licensees, invitees, subtenants, assignees or successors.

ASSIGNMENT AND SUBLETTING.

8. ASSIGNMENT AND SUBLETTING. Sublessee will not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of Sublessor and the consent of Lessor. Sublessor may withhold its consent on any such assignment or further sublet at its sole discretion for any reason.

OTHER PROVISIONS OF SUBLEASE.

9. OTHER PROVISIONS OF SUBLEASE. Except as otherwise stated in this Sublease, all applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessor were Lessor under the Master Lease, Sublessee Lessee under the Master Lease, and the Premises the Master Premises. Sublessee assumes and agrees to perform Lessee's obligations under the Master Lease during the Term to the extent that those obligations are applicable to the Premises, except that the obligation to pay rent to Lessor under the Master Lease will be considered performed by Sublessee to the extent and in the amount rent is paid to Sublessor in accordance with Section 6 of this Sublease. Sublessee will not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. Sublessor will exercise due diligence in attempting to cause Lessor to perform its obligations under the Master Lease for the benefit of Sublessee. If the Master Lease terminates, this Sublease will terminate and the parties will be relieved of any further liability or obligation under this Sublease, provided however, that if the Master Lease terminates as a result of a default or breach by Sublessor or Sublessee under this Sublease and/or the Master Lease, then the defaulting party will be liable to the nondefaulting party for the damage suffered as a result of the termination. Notwithstanding the foregoing, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the Master Premises or the building or project of which the Master Premises are a part, Sublessor's exercise of that right will not constitute a default or breach under this Sublease.

ATTORNEY FEES.

10. ATTORNEY FEES. If any party to this Sublease commences an action against the other party arising out of or in connection with this Sublease, the prevailing party will be entitled to recover its costs and reasonable attorney fees.

AGENCY DISCLOSURE.

11. AGENCY DISCLOSURE. Sublessor and Sublessee each warrant that they have dealt with no real estate broker in connection with this transaction and no real estate brokerage commission is owed.

NOTICES.

12. NOTICES. All notices, requests, demands, or other communications required under this agreement must be in writing and will be deemed to have been duly given if either delivered by hand, courier, or personally on the date of delivery, or if mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

To Sublessor:

Economic Development

18501 Murdock Circle, Suite 302

Port Charlotte, FL 33948

Copy to: County Attorney

18500 Murdock Circle, Bldg. A, Suite 573

Port Charlotte, FL 33948

To Sublessee:

Jan Van der Kley, Vice-President of Business and Finance

Office of Business and Finance, Western Michigan University

1903 W. Michigan Avenue

Kalamazoo, MI 49008

Either party may designate a different address by sending notice of address change to the other party at the address set forth above.

MERGER.

13. MERGER. This Sublease constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Sublease. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Sublease are expressly merged into and superseded by this Sublease. In entering into this Sublease, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Sublease.

COMPLIANCE.

14. COMPLIANCE. The parties agree to comply with all applicable federal, state, and local laws, regulations, codes, and ordinances having jurisdiction over the parties, property, or the subject matter of this Sublease.

BOARD APPROVAL

15. BOARD APPROVAL. This Sublease is subject to the approval of the Western Michigan University Board of Trustees and will be submitted for approval at its next formal meeting.

IN WITNESS WHEREOF, the parties have set their hands and seals this 13 day of December, 2016.

WITNESS:

Ann Marie Cox

WITNESS:

Linda Paquette

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By Jan Van D Kley
Treasurer

WITNESS:
Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Michelle D. Berardino
Deputy Clerk A 2016-074

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex, Chairman

Date: 11/22/16

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 16-0281

HANGAR AND BUILDING LEASE AGREEMENT

between

CHARLOTTE COUNTY AIRPORT AUTHORITY

and

CHARLOTTE COUNTY, FLORIDA

dated as of

Sept. 13, ___, 2016

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HANGAR AND BUILDING LEASE AGREEMENT

THIS HANGAR AND BUILDING LEASE AGREEMENT (this "Agreement") effective as of this 1st day of Oct, 2016, by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, a public body corporate under the laws of Florida (the "Authority"), and CHARLOTTE COUNTY, a political subdivision of the state of Florida (the "Lessee").

RECITALS

WHEREAS, Authority is the owner and operator of the Punta Gorda Airport in the City of Punta Gorda, Charlotte County, Florida (the "Airport");

WHEREAS, Authority has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, Authority owns that certain real property located within the Airport known as Hangar Building 115 and the land depicted and legally described on **Exhibit A** attached hereto and made part hereof which consists of 56,383 square feet of building area (such real property, together with all rights, privileges, easements and appurtenances benefiting such real property, are collectively referred to herein as the "Leased Premises"), as depicted in the aerial photograph attached as Exhibit A to this Agreement;

WHEREAS, Authority desires to develop the Leased Premises for exclusively aeronautical purposes beneficial to Authority and the general public;

WHEREAS, Authority and Lessee recognize that the encouragement of private business expansion and economic development within the Southwest Florida region is an important mutual goal;

WHEREAS, Western Michigan University ("WMU") is an accredited education institution committed to establishing a physical presence in Charlotte County through a partnership with Florida South Western State College and offering a flight-training program through its College of Aviation;

WHEREAS, the establishment of a university flight-training program within Charlotte County will create new jobs, diversify the local workforce, positively impact the Airport and local aviation-related businesses, and will provide reasonable tangible and intangible benefits to civil aviation;

WHEREAS, Authority desires to lease space to Lessee and Lessee intends to sublease the Leased Premises to WMU for the purpose of WMU establishing a College of Aviation flight-training program;

WHEREAS, the parties hereto wish to memorialize their agreement herein and they agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the parties hereto hereby agree as follows:

ARTICLE I
LEASE OF LEASED PREMISES; TERM

Section 1.1 Lease of Leased Premises. Authority hereby leases to Lessee, and Lessee hereby leases from Authority for its exclusive use the Leased Premises, all herein described rights incident thereto, for and during the Lease Term and upon and subject to the terms, provisions and conditions herein set forth. Lessee agrees to accept the Leased Premises "as is," and Authority makes no representation or warranty as to the condition of the Leased Premises or their suitability for any particular purpose.

Section 1.2 Lease Term. The term of this Agreement (the "Lease Term") shall be for a period of three (3) years commencing on Oct 1, 2016 (the "Commencement Date"), and unless sooner terminated pursuant to the provisions of this Agreement, shall terminate on Sept 30, 2019. The Lease Term may be extended by two (2) additional one (1) year terms at Lessee's option, so long as Lessee (a) provides notice to the Authority not less than ninety (90) days prior to termination, and (b) Lessee is not in default of the Lease at the time of the notice and (c) the Authority approves such extension, such approval not to be unreasonable withheld.

Section 1.3 Early Termination: Failure to Enter into and Maintain Sublease. Notwithstanding anything in Section 1.2 above, this Agreement shall terminate on _____, 2017 (i.e. six (6) months from the Commencement Date) if the Lessee does not enter into a sublease with Western Michigan University or a similar university-related aviation training program that provides for flight training to be conducted on the Leased Premises. Furthermore, if Lessee fails to maintain the initial sublease entered into pursuant to this Section 1.3, Lessee shall have three (3) months from the date of the termination of the initial sublease to enter into a new sublease acceptable to Authority, in Authority sole discretion, or this Agreement shall terminate.

Section 1.4 Holding Over; Rights at Expiration.

A. If Lessee or any sublessee retains all or any portion of the Leased Premises after the termination of the Lease Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by Authority at any time upon thirty (30) days prior written notice to Lessee at a rental rate of one and one-half (1.5) times price per square foot paid under this Agreement. All provisions of this Agreement shall remain in full force and effect during such holdover period.

B. Lessee further agrees that upon the expiration of the Lease Term, the Leased Premises will be delivered to Authority in as good as condition as when this Agreement began, reasonable wear and tear and matters covered by insurance excepted.

C. As set forth elsewhere herein, neither Lessee nor any sublessee shall have any rights with respect to any improvements made to the Leased Premises during the Lease Term that are not otherwise required to be removed by Authority.

Section 1.5 Inspection of Leased Premises: Access to Books and Records. Authority, through its duly authorized agents, shall have at any reasonable time the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance, and to investigate compliance with the terms of this Agreement; provided, however, that except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not interfere with Lessee's construction or operations. Lessee agrees to provide any documents that may be requested by Authority to determine compliance with this Agreement within thirty (30) days of such request.

Section 1.6 Ownership of Leased Premises. Authority and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of Authority during the entire term of this Agreement and thereafter.

Section 1.7 Vacation of Leased Premises. Sixty (60) days prior to the cessation of this Agreement, Lessee is required to contact Authority to arrange for an inspection of the Leased Premises. The inspection will be used to determine Lessee responsibility for repairs or maintenance work required, if any, prior to vacating the Leased Premises.

ARTICLE II
RENTAL

Section 2.1 Rent. Subject to Section 8.5, in consideration for the use of the Leased Premises herein granted, Lessee shall pay to Authority the following rental amounts (the "Rent"). The monthly rent shall be FIFTY DOLLARS ($50.00) (sales tax included). Prior to the Commencement Date, Lessee shall deposit with Authority, a sum equal to the first and last months' Rent. All subsequent rental payment will be due in advance on the first of each calendar month thereafter. Authority will mail a courtesy statement on or about the first of each month. Failure to receive the statement in a timely manner does not absolve Lessee from making rental payment on the first of each month.

Section 2.2 Late Charge. There shall be an extra charge of THIRTY DOLLARS ($30.00) on any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date shall carry an additional charge of one and one-half percent (1.5%) as a late penalty fee.

Section 2.3 Time and Place of Payments. The Rent, as well as all other charges hereunder, shall be payable in equal monthly installments in advance on or before the first business day of each calendar month of the Lease Term at Authority's principal place of business at the address set forth in Section 9.3.

Section 2.4 Delinquent Rent. In the event Rent due pursuant to Section 2.1 or any other amounts payable by Lessee hereunder shall not be paid by Lessee on the due date thereof, Lessee shall pay to Authority as additional Rent, an interest charge of two percent (2%) of the

amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

ARTICLE III
OCCUPANCY, USE AND CONDITIONS OF LEASED PREMISES

Section 3.1 Use of Leased Premises.

A. *Use of Leased Premises*. Lessee shall use the Leased Premises and associated utilities only for the storage, operation, and maintenance of aircraft (each an "Aircraft") and only in connection with an aeronautical secondary and post-secondary education program conducted by an accredited educational institution; specifically, the operation of a Western Michigan University College of Aviation's aviation education program or similar university-affiliated aviation training program consistent with Federal Aviation Administration (the "FAA") standards. This provision is not to be construed as a prohibition for storage of maintenance materials, cleaning materials, tools, parts, spares, and other aircraft components. Additionally, uses directly related to the aviation education program, including but not limited to, classroom instruction, faculty offices, and other educational activities directly related to the aviation education curriculum. Lessee also shall be entitled to construct improvements for the stated aviation purposes, subject to the conditions hereinafter set forth. Lessee may use the additional aircraft tie downs adjacent to the Leased Premises on a preferential basis without additional payment of Rent.

B. *Condition of the Aircraft*. A copy of the FAA registration and either a bill of sale or signed lease agreement for each Aircraft must be provided to Authority before occupying the Leased Premises. Each Aircraft must either be maintained as airworthy in accordance with FAA regulations or be the subject of an active restoration or new project. Aircraft maintenance and overhaul may be performed either by Lessee or by an FAA licensed A&P mechanic. No Aircraft shall be derelict. If any Aircraft is sold, Lessee shall have six (6) months to remove such Aircraft. This time line may be extended at sole discretion of the Executive Director of Authority, or any successor or successors to the duties of such official Executive Director (the "Executive Director"). Under no circumstances does the sale of any Aircraft imply that the Leased Premises or this Agreement has transferred to the new owner.

C. *Parking*. Lessee may park their vehicles in or on the Leased Premises during such time that Lessee is using the Leased Premises. Storage of boats, campers or other non-aviation items on the Leased Premises may be allowed only with the written permission of the Executive Director. In addition, Lessee shall have the use of fifteen (15) additional parking spaces in the paved parking lot adjacent to the Leased Premises (the "Offsite Parking").

D. *Liability of Invitees*. Lessee shall be responsible and liable for the conduct of its invitees in and around the Leased Premises.

Section 3.2 Condition of Leased Premises. Lessee accepts the Leased Premises in their present "as is" condition. Lessee acknowledges and agrees that Authority makes no representation or warranty as to the condition of the Leased Premises, whether as to patent, latent

or other defects and general condition. Authority has no obligation to repair or replace the Leased Premises or any component or part thereof, whether or not affixed to the building. Lessee releases Authority and holds it and its officers, directors, employees and agents harmless for any claims arising out of any condition of the Leased Premises. Lessee agrees that the Leased Premises are now in a tenantable and good condition. Lessee shall take good care of the Leased Premises and they shall not be altered, repaired or changed without the written consent of Authority. Lessee shall, at its expense, when surrendering said Leased Premises, remove from said Leased Premises and said building, all partitions, counters, railing, etc., installed in Leased Premises by said Lessee. All damage or injury done to the Leased Premises by Lessee, shall be paid for by Lessee. Lessee shall, at the termination of this Agreement, surrender the Leased Premises to Authority in tenantable and good condition.

Section 3.3 Construction of Improvements.

A. *Improvements to Existing Buildings*. Lessee shall not make any structural, electrical or other modification (including painting, wall and/or floor coverings) to the Leased Premises without first obtaining (i) Authority's express written consent, such consent shall not be unreasonably withheld and shall be delivered within seven (7) days; and (ii) Charlotte County permit(s) as required. With written approval of Authority, Lessee has the right at its own expense to construct improvements to the Leased Premises, all in compliance with the provisions of this Agreement. In such event, the use thereof shall be enjoyed by Lessee during the term hereof without additional rental therefore, but such additions, alterations or improvements shall become the property of Authority and will remain at the Leased Premises at the termination of this Agreement without compensation or payment to Lessee. All personal property of Lessee which can be removed by Lessee without material damage to the Leased Premises shall remain the personal property of Lessee and may be removed by Lessee at any time during and at the end of the Lease Term. Lessee shall, in removing any such property, repair all damage to the Leased Premises caused by such removal. All improvements to exterior of the Leased Premises shall comply with 14 CFR Part 77 and all other applicable local, state or federal requirements.

B. *Repairs*. It is the responsibility of Lessee to report any damage, necessary repairs or maintenance to the Leased Premises to Authority immediately. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage due to fuel spillage, or damage to doors due to Lessee's improper or negligent operation. When damage is due to the fault of the Lessee, Lessee shall reimburse Authority for the cost of necessary repairs.

C. *Compliance with Fire Codes*. Lessee agrees that construction of any improvements to the Leased Premises shall be in accordance with the Charlotte County Fire Codes. Lessee further agrees to be responsible for the custody of one (1) twenty (20) pound ABC fire extinguisher assigned to the Leased Premises. Lessee is responsible for the fire extinguisher assigned to the Leased Premises. If the fire extinguisher is misplaced or lost it is the Lessee's responsibility to pay for a replacement. There shall be no impairment to the access of the fire extinguisher.

Section 3.4 Access.

A. *Access to Leased Premises.* Lessee will be issued a key to allow gate access to the Leased Premises. Lessee shall provide evidence of aircraft ownership, partnership, club membership, or spousal relationship to obtain a key. The first key is issued at no charge. Additional or replacement keys for authorized individuals shall be purchased for a non-refundable fee of TEN DOLLARS ($10.00) each. Upon termination of this Agreement, all keys issued to Lessee will be returned to Authority. If keys are not returned, a charge of TWENTY DOLLARS ($20.00) for a lock change will be initiated. If, during the Lease Term, Lessee requests a lock change, there will be a charge of TWENTY DOLLARS ($20.00) for the lock and TEN DOLLARS ($10.00) per key, plus tax. No locks are to be replaced without permission of Authority.

B. *Access to Airport.* Authority agrees that if Lessee is not in breach of this Agreement, Lessee and Lessee's employees, officers, directors, WMU and any other sublessees (that are approved by Authority pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Lessee's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Authority, for the purposes for which they were designed, and as permitted by applicable Laws and Regulations as defined in Section 3.5) on a non-exclusive basis and to the extent reasonably necessary for Lessee's use, occupancy, and operations at the Leased Premises. Lessee agrees to comply with the Charlotte County Airport Ground Vehicle Driver Training Program ("Driver Training Program"). Lessee further agrees to ensure that Lessee's Associates shall comply with the Driver Training Program. During special events at the Airport, Lessee acknowledges that the standard operation procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by Authority. Authority will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises. Lessee's failure to comply with the altered procedure is a default of this Agreement, and Authority may proceed to terminate this Agreement.

C. *Additional Access Gate.* Authority shall provide an additional controlled-access pedestrian gate from the Offsite Parking onto the Leased Premises (the "Access Gate"). Unless the FAA or TSA denies requisite approvals for the Access Gate, Authority shall construct and maintain the Access Gate and a paved sidewalk connecting Hangar Building 115 to the Access Gate at its own expense.

Section 3.5 Use of Leased Premises and Compliance with all Laws and Regulations. Lessee and Lessee's Associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Lessee's use, occupancy, or operations at the Leased Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the term of this Agreement including, but not limited to, the Airport Rules and Regulations, Minimum Standards, the Hangar Rules and Regulations on **Exhibit B** attached hereto and made part hereof, master plans and zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, any Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and

other requirements. Lessee shall provide all required notices under the Laws and Regulations. Upon a written request by Authority, Lessee will verify, within a reasonable time frame, compliance with any Laws and Regulations.

Section 3.6 No Unauthorized Use. Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Authority; any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Authority in its sole discretion); and any use that would be prohibited by or would impair coverage under either party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premise.

Section 3.7 Permits and Licenses. Lessee shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Lessee's construction of improvements and the use, occupancy, or operations at the Leased Premises or the Airport. In the event that Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide Authority with timely written notice of the same.

Section 3.8 Payment of Taxes. Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Lessee shall be responsible for any and all taxes generated by the Charlotte County Property Appraiser and Tax Collector and will set up quarterly payments with the Charlotte County Tax Collector.

Section 3.9 No Liens. No liens may be placed upon the Leased Premises. Within thirty (30) days, Lessee shall pay all lawful claims made against Authority and discharge all liens filed or which exist against the Leased Premises or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Lessee its contractors, subcontractors or materialmen. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to Authority, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Lessee or Authority. Authority shall give timely notice to Lessee of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Authority's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable (such as filing such contracts, if necessary). Furthermore,

when completed, the improvements on the Leased Premises shall be free from all construction liens.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations by Authority. Authority represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Authority.

Section 4.2 Representations by the Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

ARTICLE V
OBLIGATIONS OF LESSEE

Section 5.1 Operations and Maintenance.

A. Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. Lessee shall maintain the grass and all landscaping on the Leased Premises. Lessee shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 5.8.

B. Lessee shall be responsible for maintaining and repairing the interior of the buildings located on the Leased Premises, including pest and rodent control, interior ceilings, walls, floors, plumbing and electrical fixtures, pipes, exterior doors, windows and air-conditioning equipment, and will deliver up the Leased Premises at the expiration of this Agreement, or any renewal hereof, or at its earlier termination, in as good condition as the Leased Premises now are, reasonable wear and tear excepted. Authority will maintain the exterior of the buildings located on the Leased Premises, including the roof and exterior walls, in good and substantial repair; these agreements shall not apply to damage caused by fire or other casualty beyond the control of Lessee.

C. In addition, Lessee agrees to comply with all applicable provisions of Authority's National Pollution Discharge Elimination System and Pollution Prevention Plans.

Section 5.2 Additions and Alterations.

A. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Authority. All contractors doing work on the Leased Premises must be licensed by Charlotte County and the State of Florida. A permit must be obtained from the Charlotte County Community Development Department prior to commencement of any building, electrical or plumbing work on the Leased Premises and a copy of these permits must be furnished to the Executive Director prior to commencement of any work. A clearance also must be obtained from the Charlotte County Health Department, if applicable.

B. Authority may, at the termination of this Agreement, require Lessee to remove any alterations, additions or improvements made to the Leased Premises by Lessee, and restore the Leased Premises to its original conditions. If Lessee does not remove such alterations, additions or improvements in a timely manner, Authority may do so at Lessee's sole expense. Authority is authorized to deduct any such expenses from any funds or credits that may exist.

C. No compensation will be paid by Authority on account of any improvements Lessee may make and which are not removed at the termination of this Agreement.

Section 5.3 Utilities. Lessee shall pay for telephone, gas, light bulbs, electricity, water, sewer, and garbage and trash removal used by Lessee and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by their use of the Leased Premises. Any repairs of the utility lines other than those which are not the responsibility of the utility service are the responsibility of Lessee. If utilities are billed to a common meter, Lessee shall pay to Authority the pro-rated amount based on square footage leased. Authority shall provide to the Lessee the location of all necessary utility connections to serve the Leased Premises prior to the Commencement Date.

Section 5.4 Operation of Business by Lessee. Lessee shall keep all merchandise, boxes, furniture, etc., upon the Leased Premises and Lessee will keep the exterior free from all merchandise, boxes, refuse, and debris at all times. There shall be no living quarters, nor shall anyone be permitted to live or cook within the Leased Premises.

Section 5.5 Signs. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises unless otherwise agreed to in writing by Authority. All signs are subject to the approval of Authority and such signs shall be in conformity with the local custom and shall be in good taste, and shall not conflict with the architecture of the building. The windows of the Leased Premises shall not be cluttered with signs; however, this shall not prohibit customary and normal use of said windows.

Section 5.6 Security. Lessee is responsible to comply (at Lessee's sole cost) with all security measures that Authority, the United States Transportation Security Administration, the United States Department of Homeland Security ("Homeland Security"), the FAA, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials are the property of Authority and may be suspended or revoked by Authority

for security-related reasons in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Executive Director any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport. Lessee acknowledges that FAA, Homeland Security, or a subdivision of either may enact laws or regulations regarding security at general aviation airports such that Authority may not be able to comply fully with its obligations under this Agreement, and Lessee agrees that Authority will not be liable for any damages to Lessee or Lessee's personal property that may result from said noncompliance.

Section 5.7 Obstruction Lights. Lessee shall, at its expense, provide and maintain obstruction lights on any structure on the Leased Premises if required by Authority or FAA regulations. Any obstruction lights so required shall comply with the specifications and standards established for such installations by Authority or FAA.

Section 5.8 Hazardous Materials.

A. *No Violation of Environmental Laws*. Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Leased Premises or the Airport by Lessee or Lessee's Associates in violation of applicable Environmental Laws. Lessee is responsible for any such violation as provided by Section 7.1.

B. *Response to Violations*. Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee or Lessee's Associates at the Airport, Lessee shall provide Authority with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Authority has reasonable cause to believe that any such release or threat of release has occurred, Authority may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Authority) to show that Lessee is complying with applicable Environmental Laws. Authority may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Authority determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee or Lessee's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's sole expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Authority a written remediation plan, and Authority reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Authority and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide Authority copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

C. *Obligations upon Termination and Authorized Transfers*. Upon any expiration or termination of this Agreement or any change in possession of the Leased Premises authorized by Authority, Lessee shall demonstrate to Authority's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws.

Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. If the site is contaminated during Lessee's possession, Lessee shall bear all costs and responsibility for the required clean up, and shall hold Authority harmless therefrom. Notwithstanding anything to the contrary, the obligations of this Section 5.8 shall survive any termination of this Agreement.

Section 5.9 Trash, Garbage and Other Refuse. Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport through the Master Refuse Hauler that Authority has contracted with through a periodic bid or proposal process of all trash, garbage, and other refuse caused as a result of its operation on the Leased Premises. Lessee is responsible for contacting the Master Refuse Hauler and arranging for disposal and payment of such services. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

ARTICLE VI
INDEMNIFICATION AND INSURANCE

Section 6.1 Insurance. Lessee is self-insured for claims that may arise pursuant to Florida Statutes §768.28. Lessee shall require all contractors and subcontractors performing work on the Leased Premises to provide insurance as described herein naming Authority as an additional named insured. Lessee agrees that any sublessee shall be required to purchase general liability insurance in the amount of $2,000,000 combined single limit to cover Lessee's operations as described in Section 3.1. Lessee agrees that any sublessee shall submit Certificate of Insurance to Authority within 10 working days after the effective date of each sublease, and yearly thereafter. Any aircraft projects of Lessee shall have prior written authorization from the Executive Director to begin work on the project. All projects by any subcontractor or sublessee must have builder's liability insurance with a minimum of $2,000,000 liability coverage for property damage and bodily injury, and bodily injury may be limited to $1,000,000 per person. All insurance companies must be authorized to do business in the State of Florida. Insurance coverage shall include Authority as additional named insured, providing fifteen (15) days' notice of cancellation. Authority carries insurance to cover the building itself and it is Lessee's responsibility to carry insurance on the aircraft and contents of the hangar.

Section 6.2 Lessee's Indemnification and Duty to Pay Damages.

A. Lessee shall hold Authority exempt and harmless, to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of Authority, Lessee, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Lessee's operations, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the intentional acts or omissions of Authority, its agents or employees.

B. Authority shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's misuse or neglect thereof, its apparatus or appurtenances.

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.1 Lessee's Default. The occurrence of any of the following events shall constitute a default by Lessee under this Agreement unless cured within thirty (30) days following written notice of such violation from Authority: (i) Lessee fails to timely pay any Rent; (ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, abandonment of the Leased Premises); (iii) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement); (iv) Lessee files a petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vi) Lessee defaults in constructing any improvements that are required to be constructed under this Agreement; or (vii) Lessee dissolves or dies.

Section 7.2 Default by Authority. Authority shall not be in default under this Agreement unless Authority fails to perform an obligation required of Authority under this Agreement within thirty (30) days after written notice by Lessee to Authority. If the nature of Authority's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Authority shall not be in default if Authority commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, Authority shall have the option to:

A. Terminate this Agreement, resume possession of the Leased Premises for his own account, and recover immediately from Lessee the differences between the Rent and the fair rental value of the property for the term, reduced to present worth.

B. Resume possession and re-lease the Leased Premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of Rent comes due under this Agreement as Authority may choose, the difference between the Rent and the rent received on the re-leasing or renting.

In either event, Authority shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.

Section 7.4 Remedies for Breach of Agreement. If Lessee shall fail to perform or breach any provision of this Agreement other than the agreement of Lessee to pay Rent, Authority

shall provide written notice to Lessee specifying the performance required. Ten (10) days after such notice is provided under this Section 7.4, Authority may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement. Should litigation be filed by Authority and it is the prevailing party in that litigation, Lessee shall be liable for all expenses related to such litigation, including Authority's reasonable attorney's fees.

Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

ARTICLE VIII
ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Lessee.

A. Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of Authority to any of the same, in Authority's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Authority. Regardless of Authority's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section 8.1 is void.

Section 8.2 Assignment by Authority. Authority shall have the right, in Authority's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 8.3 Encumbrances. Lessee shall not encumber or permit the encumbrance of any real property at the Airport. Lessee shall not encumber or permit the encumbrance of any of Lessee's rights under this Agreement without Authority's prior written consent, in Authority's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto.

Any purported encumbrance of rights in violation of this Section 8.3 is void.

In connection with Authority's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Lessee's leasehold interest for the purpose of securing financing for Lessee's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Authority's interests; (iii) the lienholder must agree to maintain current contact information with Authority and provide Authority with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Authority that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default

of this Agreement; (vi) the lienholder must agree that upon any default, Authority shall have a lien with first priority on all Lessee-owned improvements and other property at the Leased Premises; (vii) the lienholder must agree that Authority has complete and sole discretion as to whether to approve the substitution of a tenant by the lienholder and whether Authority terminates this Agreement (which would result in a termination of the lienholder's interests in this Agreement); and (viii) such encumbrance shall terminate prior to the expiration or termination of this Agreement and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. If (while such encumbrance is in effect) Lessee defaults under such encumbrance or this Agreement, and if such lienholder is in compliance with the provisions set forth in this Section 8.3 and cures Lessee's defaults of this Agreement within twenty (20) days after the first such default, Authority will permit such lienholder to provide a substitute tenant (which must be acceptable to Authority in its sole discretion) for a period of up to twelve (12) months after the date when such lienholder cured all defaults so long as such lienholder fully performs this Agreement during such period. If such lienholder fails to comply with any of the foregoing requirements, such failure shall be a default of this Agreement and Authority may at any time (but is not required to) terminate this Agreement and exercise any rights hereunder. Authority shall have no obligation to provide any notices to any lienholder, and Authority shall have no liability of any kind to any lienholder.

Section 8.4 Subleasing. Subject to Authority's prior written consent, which Authority may provide or withhold in Authority's sole discretion, Lessee shall have the right to sublease portions of the Leased Premises subject to the terms required by Authority. Lessee shall impose on all approved sublessees the same terms set forth in this Agreement to provide for the rights and protections afforded to Authority hereunder, including but not limited to, the subordination to the Grant Assurances under Section 9.7 and the inclusions of all of the required federal clauses under Section 9.18. Lessee shall reserve the right to amend Lessee's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to Authority if Lessee ceases to be a party to this Agreement. Authority shall have the right to approve any sublease in Authority's sole discretion, and Lessee shall provide to Authority a copy of every sublease executed by Lessee. Notwithstanding the foregoing, and without further written consent by Authority, Lessee shall have the right, after written notice to Authority, to sublease all of the Leased Premises to WMU; provided that (i) such sublease to WMU includes (A) all of the provisions required under this Section 8.4 and (B) that all uses of the Leased Premises are specifically limited the uses provided in Section 3.1(a) and (ii) WMU acknowledges in writing that WMU will be bound by all of the terms and conditions of this Agreement and that it shall not use the Leased Premises in a manner inconsistent with this Lease. No sublease shall relieve Lessee of any obligation under this Agreement. Any purported assignment or delegation of rights or delegation of performance in violation of this Section 8.4 is void.

Section 8.5 Subleasing: Additional Rent. In the event Lessee enters into a sublease under which terms rent exceeds $50.00 per month, Lessee shall remit the amount the amount that exceeds $50.00 per month to Authority ("Additional Rent"). Lessee, may, upon written approval of Authority, have the sublessee directly remit the Additional Rent to Authority.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.1 Damage by Fire or Other Casualty. If the Leased Premises is damaged by fire or other casualty to the extent of fifty percent (50%) or more, Authority shall have the option to rebuild and repair the Leased Premises or to terminate this Agreement. If damaged to a lesser extent, Authority will rebuild and repair. In event of damage by fire or other casualty, the Rent shall abate, in proportion to the impairment of the use that can reasonably be made of the Leased Premises for the purpose permitted by this Agreement, until the Leased Premises is rebuilt and repaired (or until this Agreement is terminated in accordance with this paragraph). Provided, however, that if the damage is due to Lessee's willful act or negligence, the rental sums shall not abate.

Section 9.2 Waiver of Exemption. Any constitutional or statutory exemption of Lessee of any property usually kept on the Leased Premises, from distress or forced sale, is waived.

Section 9.3 Addresses. All rent payable and notice given under this Agreement to Authority shall be paid and given at 28000 A-1 Airport Road, Punta Gorda, FL 33982, or such other place as Authority shall specify in writing. All notices given under this Agreement to Lessee shall be sent to:

Charlotte County Economic Development Director
18501 Murdock Circle, Suite 302
Port Charlotte, FL 33948

With a copy to:

Charlotte County Attorney
18500 Murdock Circle, Bld. A, Suite 573
Port Charlotte, FL 33948

Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not.

Section 9.4 No Waiver. The waiver by Authority of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Authority shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, other than the failure of Lessee to pay the particular rental so accepted, regardless of Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 9.5 Lessee's Subordination. Lessee hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of Authority or Authority's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination.

Section 9.6 Additional Charges as Rent. Any charges against Lessee by Authority for services or for work done on the Leased Premises by order of Lessee or otherwise accruing under this Agreement shall be considered as Rent due.

Section 9.7 Subordination to Grant Assurances. This Agreement shall be subordinate to the provisions of any existing or future agreements between Authority and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Authority of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, Authority has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

Section 9.8 Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns that Lessee will not conduct operations in or on the Leased Premises in a manner that in the reasonable judgment of Authority, (i) interferes or might interfere with the reasonable use by others of common facilities at the Airport, (ii) hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by Authority unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) is in contradiction to any rule, regulation, directive or similar restriction issued by agencies having jurisdiction over the Airport including the FAA, Homeland Security, Transportation Security Administration and Customs and Border Patrol, or (vii) would involve any illegal purposes. In the event this covenant is breached, Authority reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to Authority of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 9.9 Emergency Closures. During time of war or national emergency, Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the Government, will be suspended.

Section 9.10 Interpretation.

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

Section 9.11 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Authority (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law. Lessee hereby releases Authority from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the Lease Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a force majeure event.

Section 9.12 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Florida. In any action initiated by one party against the other, exclusive venue and jurisdiction will be in the appropriate state courts in and for Charlotte County, Florida.

Section 9.13 Amendments and Waivers. No amendment to this Agreement shall be binding on Authority or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

Section 9.14 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 9.15 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

Section 9.16 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 9.17 Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 9.18 Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section 9.18.

A. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

2. **Non-discrimination:** The Lessee, with regard to the work performed by it or use of the Leased Premises during the Lease Term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Contracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Lease and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such

Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.

6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six of this Section 9.18(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request Authority to enter into any litigation to protect the interests of Authority. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

iii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its subtenant for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (i) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) he period during which the airport sponsor or any transferee retains ownership or possession of the property.

F. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

G. This Lease incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 9.18(A) through Section 9.18(H)) in any agreement by which said Lessee grants a right or privilege to

any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

K. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by the Grant Assurances, and Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Grant Assurance 23)

L. Authority reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. (FAA Order 5190.6B)

M. Authority reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. (FAA Order 5190.6B)

N. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between Authority and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6B)

O. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6B)

P. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Grant Assurance 22(f))

Section 9.19 Third Party Beneficiary It is expressly understood between the Parties that WMU is an intended beneficiary of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands and seals this 13th day of September, 2016.

WITNESS:

Cynthia S. Lailley
~~Chair~~

CHARLOTTE COUNTY AIRPORT AUTHORITY

By Paul R
Chair

WITNESS:
Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Michelle D. Berardino
Deputy Clerk AGR2016-050

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex, Chairman

Date: Sept. 13, 2016

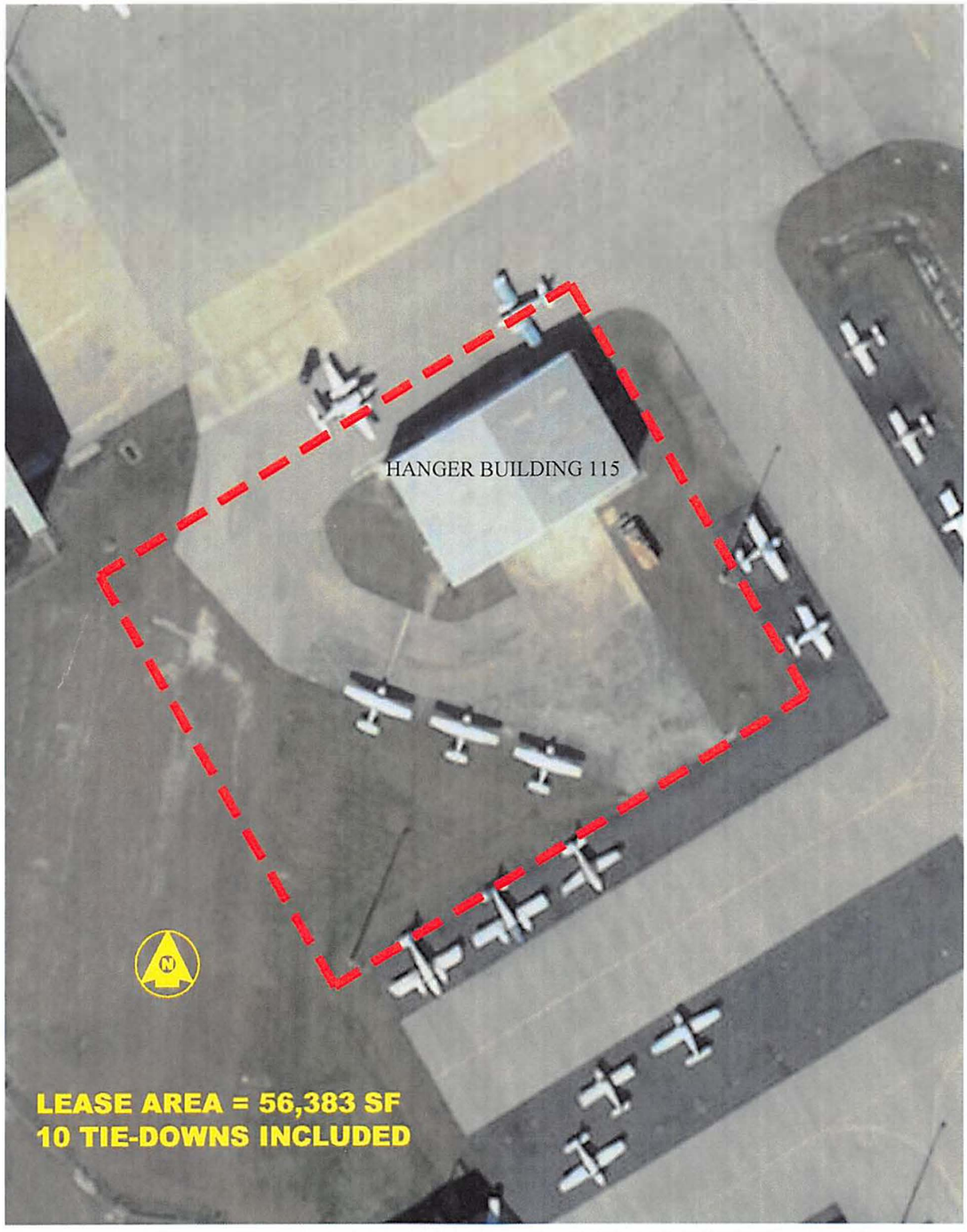
BOARD OF COUNTY COMMISSIONERS CHARLOTTE CO. FLA. SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney

LR 16-0262 CVB

EXHIBIT A



P:\11-0146 PG Airport Misc Services\hangar lease area_by wmu lotdesign\cadd\plan set\lease area.dwg, 9/6/2016 4:51:13 PM, dganesh

SED Southwest Engineering & Design
660 Charlotte Street, Suite 8
Punta Gorda, Florida 33950
Tel. (941) 637-9655 | Fax (941) 637-1149
www.sedfl.com
Certificate of Authorization No. 26551

Project No.:	16-0000
Proj. Manager:	G W B
Proj. Designer:	G W B
Drawn By:	R G
Checked By:	G W B
Approved By:	G W B

CCAA

EXHIBIT

DATE:	09-06-16
SCALE:	1" = 60'
SHEET	1 of 1
PROJECT No.:	16-0000

EXHIBIT B

HANGAR RULES AND REGULATIONS

1. All vehicles will be parked in areas so as not to block **TAXIWAYS, HANGAR DOORS** or restrict movement of any aircraft.

2. Speed limit on hangar ramp will not exceed 10 M.P.H. for vehicular traffic.

3. All aircraft will observe prudent taxi speeds in accordance with current FAA guidelines or directives.

4. Lessee vehicles may not enter any **RUNWAY, TAXIWAY** or **SAFETY AREA**. Please be aware of your location at all times and limit the amount of driving you must do on the aprons and ramp areas to an absolute minimum. No tenants are permitted to operate their vehicles on the main ramp area.

5. Lessee will keep the hanger clean at all times and it will be subject to inspection by the airport personnel. If any fire or accident hazards are discovered, Lessee will be so informed and Lessee will, within ten (10) days of this notice, correct the problem. Each lessee is authorized to store one (1) five (5) gallon container of gasoline. The gasoline container must be an approved safety container. Tenants having more than six (6) containers (not to exceed 1 quart each) of flammable material must store the material in an approved fire safety cabinet.

6. Storage of boats, campers, or other non-aviation items may only be allowed with the written permission of the Executive Director. Lessee's automobile may be parked in the hangar while the Aircraft is being flown.

7. Kerosene or gas fired heaters or any type of open flame heater or apparatus are prohibited.

8. No partitions shall be removed nor any structural changes made in the hangar without written permission from Authority. No changes may be made to the hangar electrical or water systems.

9. Locks are furnished with each hangar. These locks will not be replaced or removed.

10. Aircraft engines are not to be started or run inside hangars for any reason at any time.

11. Airport facilities and resources are for aircraft use only. The washing or maintenance of cars, trucks, boats or other mechanical apparatus is prohibited.

12. The creation of any environmentally hazardous condition is prohibited.

13. In accordance with NFPA 70, Article 513.10 (C) Special Equipment, aircraft energizers shall be designed and mounted so that all electric equipment and fixed wiring shall be at least eighteen (18) inches above floor level including, but not limited to, refrigerators and fans.

Punta Gorda Furniture Inventory

Desks –

5 two pieces with 3 drawers and a book shelf (30x60/30x48)
3 office desks, wood 36x60, 3 drawers
1 Desk with 3 drawers (30x48)

Office chairs –

(2) Wood
(12) Rolling adjustable with tilt
(28) Rolling grey plastic (student seating)
(2) Rolling Cloth Chairs

Filing Cabinets –

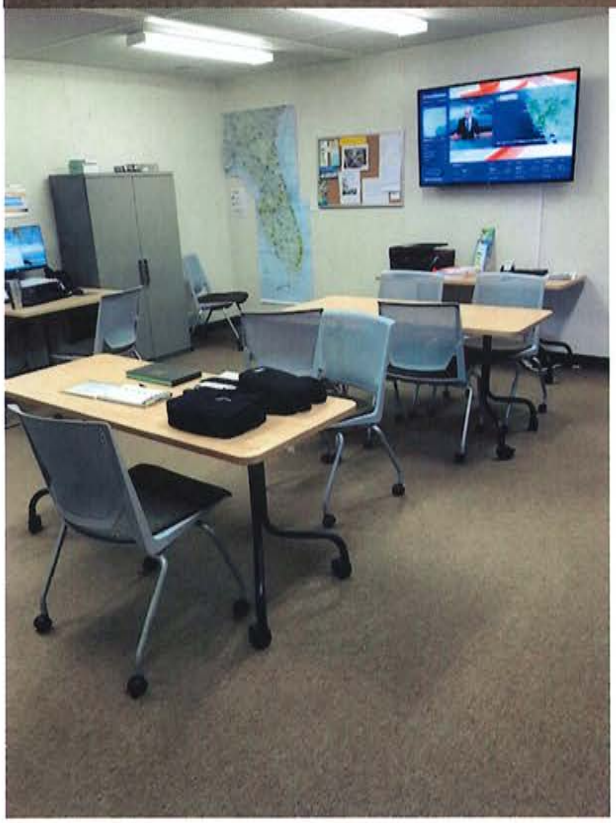
(2) Wood two drawer
(5) Metal three drawer (40x42)
(5) Upright storage cabinets (36x64)
(2) Open file stands (23x29)
(1) Locker with 18 lockable doors (36x78)

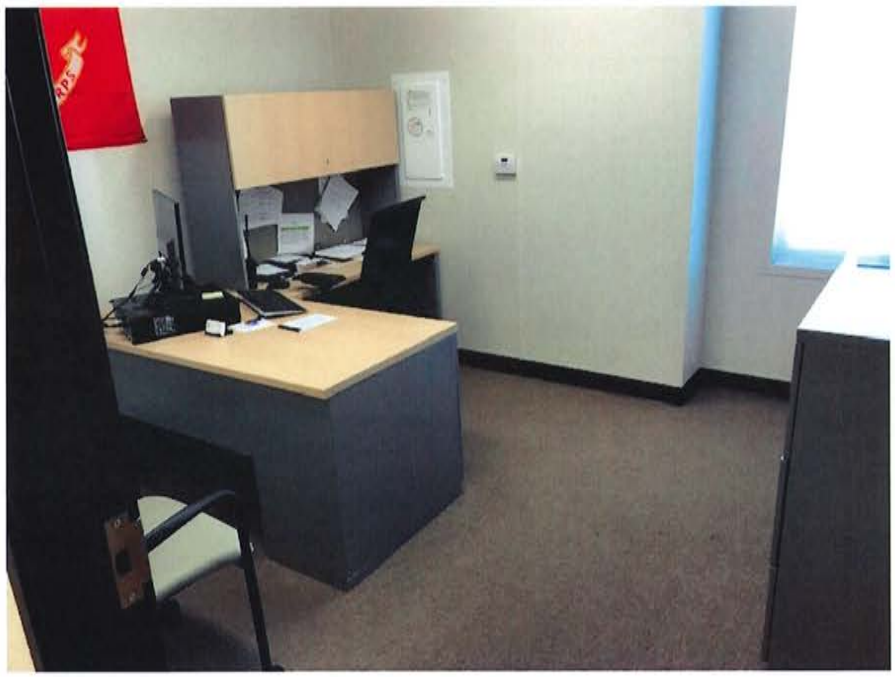
Tables –

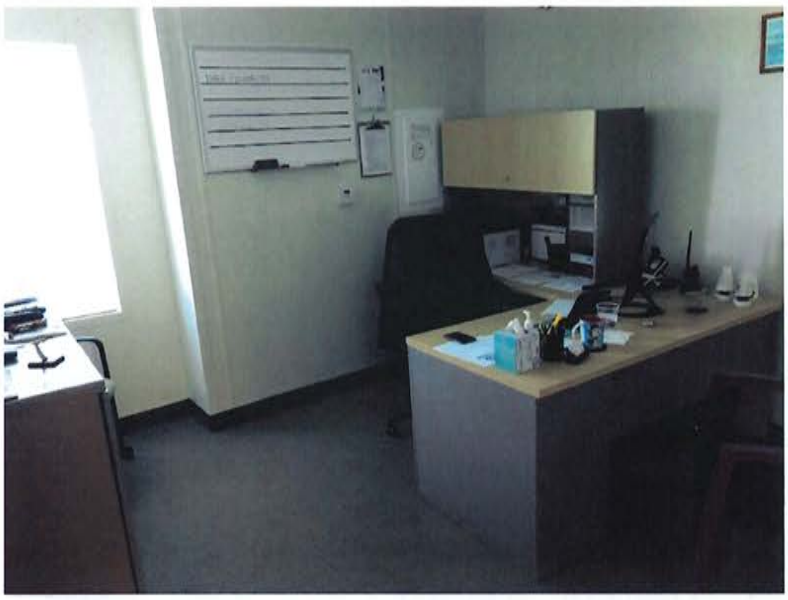
(1) Conference Table (48x118)
(1)Table (24x60)
(6)Tables (24x36)
(12) Tables (24x48)
(2) Tables (36x36)
(4) Tables (24x72) with bookcases (34x36)
(3) Work tables, metal (36x72)
(2) Work tables, metal (30x60)
(3) Café Tables (30" round) with 6 Café Chairs

6 White Boards (48x72) wall mounted

1 White Board (34x48) moveable
1 Cork Board (34x48)
1 Podium (wood and metal)
4 Round metal picnic tables with umbrellas (46" Round)
3 Metal and fiberboard shelves each with 4 levels
1 Frigidaire refrigerator 2 door with ice maker

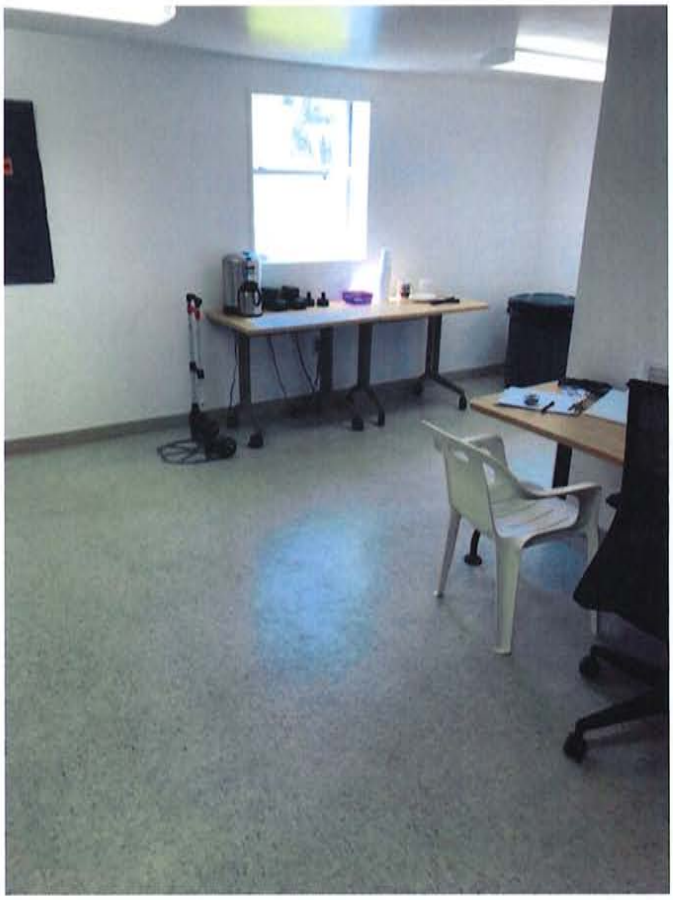






NOT FOR
GENERAL USE

Coca-Cola



Building E Inventory

Some of the classrooms and offices were locked for the day (Spring Break) and I did not have access to the rooms. Some of the dimensions are estimates.

Simulator Room –
1 Desk, fiberboard, no drawers (@30x60)
1 Table (36x36)
1 Student desk (24x48)
1 White Board (48x86)

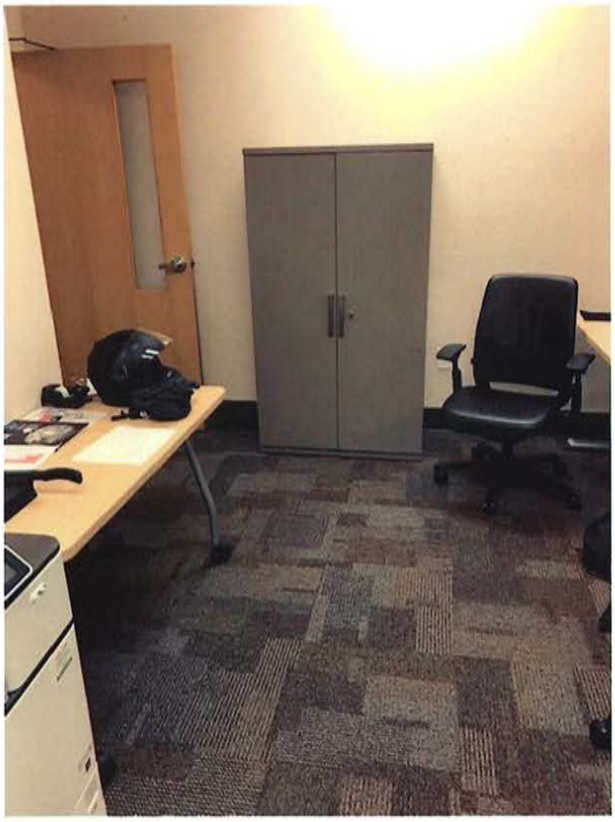
IT Office –
1 Desk, 2 pieces w/3 drawers, no bookshelf (30x60/30x48)
1 Work bench, metal (@30x60)
1 File cabinet, metal (4 drawer)
1 adjustable office chair, rolling, with tilt

Student Computer Room –
4 Student desks (24x48)
4 Adjustable, rolling chairs with tilt
3 rolling tables (@24x48)
1 Steel file cabinet upright 2 door (36x64)

Faculty Office Furniture (dimensions are estimates)
4 Steel file cabinets, 4 drawers
3 Desks, each desk has 3 sections and one section has 3 drawers. Approximate dimensions are 36x68/36x60/36x50.
3 white boards (@34x48)
1 table (@24x48)
1 Cork Board (@34x48)

Hallway
1 sectional in blue (2 piece) (24x96)

Classrooms (2) –
22 Student desks (@24x48)
46 Rolling chairs, non-tilt
1 smart board, control station and projector



Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: N - 1.

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1 DEPARTMENT MAKING REQUEST

Public Works

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve Grant Agreement between the State of Florida Department of Transportation (FDOT), through its Transportation Regional Incentive Program (TRIP), and Charlotte County Board of County Commissioners to assist in funding the construction to widen Burnt Store Road (Phase II) from Zemel Road to Notre Dame Blvd (Scham Road); and
b) Approve Resolution authorizing the Chairman to execute the grant agreement and the County Administrator to execute all necessary documents related to the grant agreement.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in approved CIP project "Burnt Store Road Phase 2 Widening from Notre Dame to Zemel." Budget will be adjusted during the FY20 budget process to include additional $1,000,000 in grant funding. Although no match is required, local participation for this project is $29,400,000.

Financial Impact Summary Statement
Grant funding in the amount of $1,000,000 will be reimbursed by the Florida Department of Transportation through the Transportation Regional Incentive Program. Local funds in the amount of $29,400,000 will be provided by gas tax, road impact fees, and debt proceeds.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This submittal is requesting approval of the Resolution to accept the grant award and enter into an agreement with FDOT for Grant Agreement/Financial Project Number 442036-1-54-01 which awards $1,000,000.00 to assist with the Burnt Store Road Phase II construction to widen Burnt Store Road from Zemel Road to Notre Dame Blvd (Scham Road) from the existing two (2) lane rural roadway, to a four (4) lane divided highway.

The project length for Burnt Store Road Phase II is approximately 4.4 miles and will serve the citizens of both Charlotte and Lee Counties, as a vital hurricane evacuation route bypassing both I-75 and US 41(SR45).

This is the final of a three-part phase in widening the Burnt Store Road corridor which is a vital hurricane evacuation route, and part of a large regional transportation corridor linking the urbanized areas of Punta Gorda, Cape Coral, Fort Myers, and Lehigh Acres.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Resolution_BSR_(Phase_II).pdf	Resolution	5/3/2019	Backup Material
442036-1-54-01_BSR2_Construction_FDOT_Agreement.pdf	442036-1-54-01 BSR2 Construction FDOT Agreement	4/25/2019	Agreement
c411111_Burnt_Store_Ph_2_Widen.pdf	CIP Burnt Store Road Ph2	4/26/2019	Backup Material
442036-1-54-1_BSR2_Const_Grants_Checklist_updated_04.29.19.pdf	BSR2 Const Grants Checklist- Updated 4/29/19	4/29/2019	Backup Material

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M R 201

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STATE-FUNDED GRANT AGREEMENT

FPN: 442036-1-54-01	Fund: LF Org Code: 55014010106	FLAIR Category: _____ FLAIR Obj: 751000
FPN: 442036-1-54-01	Fund: TRWR Org Code: 55014010106	FLAIR Category: _____ FLAIR Obj: 751000
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Charlotte County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☒ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction to widen Burnt Store Road from Zemel Road to Notre Dame Boulevard (Scham Road), as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $30,400,000 (Thirty Million Four Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $30,400,000 (Thirty Million Four Hundred Thousand Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. **Compensation and Payment:**

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of

the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-

site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT , CHARLOTTE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

JEL 3/4/19

Legal Review:

By: _____

Name: _____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 442036-1-54-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Charlotte County

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

FPN	PROJECT DESCRIPTION	PROJECT LENGTH
442036-1	Burnt Store from Zemel Rd to Notre Dame Rd.	~(4.351 miles)

PROJECT DESCRIPTION: CR 765 (BURNT STORE) FROM ZEMEL RD TO NOTRE DAME ROAD

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Charlotte County in connection with the construction of the roadway open widening on Burnt Store Road from Zemel Road to Notre Dame Road. The project length is approximately four (4.351) miles. Generally, the construction will provide for the widening of the existing 2-lane rural roadway to a 4-lane divided roadway open drainage. Drainage improvements and required stormwater treatment and storage will also be included. Pedestrian and bicycle facilities will be provided, as appropriate. Roadway lighting will also be included along the project length. The proposed roadway widening and modifications are required to meet current and future traffic capacity demands

The general objective is for Charlotte County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the construction of the associated improvements. The services performed shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

1. Construct a new four-lane divided roadway (approx. 4.351 miles) and appropriate drainage improvements.

2. Construct a 6-foot concrete sidewalk on the East side of the roadway, with west sidewalk on southern 1.8 mile.

3. Furnish and install roadway lighting with all associated appurtenances.

4. Provide signing and pavement markings to meet the latest MUTCD standards.

5. Maintain existing traffic during the entire construction period

9. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.

10. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.

11. Coordination with utility owners during construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

12. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

13. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

14. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

15. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

16. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let by December 31, 2019
b) Construction to be completed by December 31, 2024

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Charlotte County 7000 Florida Street Punta Gorda, FL 33950	442036-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 18/19	FY	FY	TOTAL
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Right of Way- Phase 44	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$ 0.00	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 30,400,000.00	$ 0.00	$ 0.00	$30,400,000.00
Maximum Department Participation - (Local Funds (LF))	% or $ 29,400,000.00	% or $	% or $	% or $ 29,400,000.00
Maximum Department Participation - (Transportation Regional Incentive Program (TRWR))	% or $ 1,000,000.00	% or $	% or $	% or $ 1,000,000.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
II. TOTAL PROJECT COST:	$30,400,000.00	$0.00	$0.00	$30,400,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Shackelford
District Grant Manager Name

Signature 2/28/19
Date

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Charlotte County

PROJECT DESCRIPTION: BURNT STORE ROAD FROM ZEMEL ROAD TO NOTRE DAME BLVD. (SCHAM RD.)

FPID#: 442036-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☒ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $30,400,000 (Thirty Million Four Hundred Thousand Dollars)

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

			1	20	21	22	2
			1 2	1 2	1 2	1 2	1 2

			Calc. for FY19									
	Prior Actual	Est FY18	Orig. FY19	Est c/o to FY19	New $ FY19	FY19	FY20	FY21	FY22	FY23	FY24	FUTURE	Total

[illegible]

Instructions:

- Departments to attach to Agenda Item when applying or accepting a grant.
- Fill out one form for each grant.
- Contact a Fiscal Services Grant Representative with any questions.

Department: [illegible]

Staff Completing Form: [illegible]

Grant Program Name: [illegible]

1. **How much funding will the Department/County receive from the grant?**

   [illegible]1,000,000.00[illegible]

2. **Is there a County match required? If yes, identify type and source.**

   [illegible]2,000,000[illegible]

3. **How many years have we been receiving this grant?**

   [illegible]2,000,000.00[illegible]2,200,000.00[illegible]

4. **What will the grant be used for?**

   [illegible]

5. **Is it for additional or new services/equipment/facilities?**

   [illegible]

6. **Does it pay for something that the County already does?** [illegible]

7. **Does it pay for any positions?** [illegible] **If yes, what happens to the position(s) if the grant goes away?** [illegible]

8. **Is the County obligated to pay for anything after the grant goes away?**

   [illegible]

[illegible]

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: N - 2.

---

1 DEPARTMENT MAKING REQUEST

Public Works

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve staff to move forward with development of traffic calming options for Fruitland Road, **Apple Valley Avenue and Brookhaven Terrace**; and
b) Bring back to the Board for consideration.
****Change, Updated Title, Updated Wording, 5/9/19****

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: P - 1.

---

1 DEPARTMENT MAKING REQUEST

Utilities

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Authorize the addition of six vehicles to the County's Fleet (Rolling Stock) and approve budget adjustment Number BA19-027 in the amount of $211,000.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Funding for this expenditure comes from the Utilities Operations & Maintenance fund.

Financial Impact Summary Statement
No additional impacts.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The Utilities Department has identified the need for six new vehicles for recently created or filled positions. The estimated total expenditure for the addition of these vehicles is $211,000.

The Utility is seeking board approval to add to the County's rolling stock and move forward with the procurement of the following vehicles:

(1) F-250 Truck
(1) SUV Ford Explorer
(3) F-150 Truck
(1) SUV Ford Escape

The attached document identifies the positions that were created or filled within the Utilities Department along with all associated costs of the vehicles.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Utilties_Vehicle_Justification.docx	Vehicle Justification	4/5/2019	Backup Material
BA19-027_Fleet_Additions.pdf	BA19-027 Fleet Additons	4/11/2019	Cover Memo

Utilities Department
Vehicle Request Justification

The Utilities Department has identified the need for six new vehicles for recently created or filled positions. The estimated total expenditure for the addition of these vehicles is $211,000. The Utility is asking for authorization to add to the County's rolling stock and move forward with the procurement of the following vehicles:

- **F-250 Truck (1) @ $42,000**

  Vehicle will be utilized by the newly created Reclaimed Backflow Specialist positon re-classed from an existing utility position which did not require a vehicle. This new position will require a vehicle equivalent to other Utility water distribution and wastewater collection vehicles which are currently F-250 trucks. This position was recently approved to support the new Reclaimed & Support Services division within the Utility.

- **SUV Ford Explorer (1) @ $33,000**

  Vehicle will be utilized by the newly created Reclaimed & Support Services Superintendent positon re-classed from an existing utility position which did not require a vehicle. This new position will require a vehicle like those being used by the existing Utility Superintendent positions. This position was recently approved to support the new Reclaimed & Support Services division within the Utility.

- **F-150 Truck (3) @ $37,000 ea -Total $111,000**

  Two trucks will be utilized by two Project Manager positions re-classed from utility positions that did not require vehicles. One truck will be utilized by the Construction Services Manager position re-classed from another utility position that was using a Fleet loaner vehicle for several years. The loaner vehicle was returned to Fleet and a new vehicle was never purchased.

- **SUV Ford Escape (1) @ $25,000**

  Vehicle will be utilized as a pool vehicle for the Utilities department. Currently there are two SUV Ford Escapes designated as pool vehicles in the Administration division. One of the pool vehicles will be assigned to the Public Relations Manager leaving only one for use by staff. The previous Public Relations Manager transferred the assigned vehicle for the position to the new Instrumentation and Control Supervisor hired since he did not have a vehicle to use and had a greater need daily. Furthermore, the Utility is planning to open a satellite office at the new San Casa office building which will require the use of the available pool vehicle two days a week, thus limiting the availability. This addition will provide another pool vehicle as a resource when needed.

Budget Adjustment

Adjustment #:	Dept.:	Fund #:	Fund Name:
BA19-027	Budget & Admin Services/Fleet	1038	Vehicle Replacement

Revenues:

Project Title	Project Account Title	Project Account String	G/L Account Title	G/L Account String	Amount	Beginning Balance	Revised Amount
							$ -
							$ -
							$ -
							$ -
							$ -
				Total All Revenues	$ -		

Expenditures:

Project Title	Project Account Title	Project Account String	G/L Account Title	G/L Account String	Amount	Beginning Balance	Revised Amount
			Equipment	1038.145205.575.64.0001	$ 211,000	$ 500,000	$ 711,000
			Rsv-Future Vehicle Purchase	1038.145205.599.98.0020	$ (211,000)	$ 4,464,169	$ 4,253,169
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
				Total All Expenditures	$ -		

Justification:

Increase equipment budget for the purchase of new vehicle additions to the Charlotte County fleet.

Prepared by: Harold Daniels 4/11/19

Approved by: Francine Ribby 4/11/19

Note: If this is used for a CIP amendment, include a copy of the old CIP project sheet and the new CIP project sheet

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 1.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Review and approve in-kind services application: 2019 Florida International Airshow; and
b) Authorize the Chairman to execute the in-kind Event Funding Agreement. Value of in-kind services requested: $50,000.

4 AGENDA

Regular

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. If awarded, funding will be included in the FY2020 budget process.

Financial Impact Summary Statement
Funding will be provided from the General Fund - BCC Control, within In-Kind Services accounts.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

57.1% of the 2017 Florida International Air Show visitors who stayed in commercial lodging relate that FIAS was important or extremely important in bringing them to Charlotte County. They stayed an average of 2.3 nights, generating more than 1,000 room nights in area accommodations during a traditionally slow period for tourism. The 2017 total economic impact of the Air Show is estimated at $4,251,000 by Research Data Services, the company that surveyed the Air Show attendees. The sales tax revenue return to the county (1%) is estimated at over $27,000.
With the addition of a Jet team for 2019, the VCB will be commissioning a new Economic Impact Study.
The in-kind services requested will help sustain the event and contribute to its growth.

ATTACHMENTS:

File Name	Description	Upload Date	Type
FL_Int_l_Air_Show_Event_Funding_Agreement.pdf	Florida International Air Show Event Funding Agreement	4/24/2019	Agreement
FIA-2019_FINAL_Application.pdf	Airshow application and supporting documents	4/4/2019	Backup Material
FIAS-2018_FINAL_PostEventReport.pdf	Post Event Report - Final	5/3/2019	Backup Material
Balance_Sheet_-_December.pdf	December Balance Sheet	5/3/2019	Backup Material
P_L_-_December.pdf	P&L December 2018	5/3/2019	Backup Material

EVENT FUNDING AGREEMENT

BETWEEN CHARLOTTE COUNTY

and

FLORIDA INTERNATIONAL AIR SHOW, INC.

SECTION I – GENERAL PROVISIONS

1. PARTIES

This Agreement is between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948, (the "County"), and FLORIDA INTERNATIONAL AIRSHOW, INC., a Florida Not For Profit Corporation, P. O. Box 51236, Punta Gorda, FL 33951 (the "Event Organizer").

2. PURPOSE

The County has an interest in promoting travel and tourism in the County and in encouraging leisure and business activities for individuals, families and groups, all of which promote Charlotte County as a destination and strengthen the local economy, for the benefit of all citizens. The County has the authority to expend County funds to promote tourism, events and attractions which contribute to the economic development of Charlotte County, a public purpose.

On May 14, 2019, pursuant to the In-Kind Services Guidelines of the BOCC Event Development Program, the Charlotte County Board of County Commissioners ("BOCC") approved a funding request from the Event Organizer for in-kind contributions of a value not to exceed Fifty Thousand Dollars ($50,000.00).

3. TERM OF AGREEMENT

This Agreement will be effective upon execution by both parties and will last for a period of one (1) year.

4. RENEGOTIATION

The County reserves the right to renegotiate and amend this Agreement if revisions of any applicable laws, regulations, or budget allocations make changes in this Agreement necessary or desirable.

5. TERMINATION

Either party upon thirty days written notice may terminate this Agreement. Any violation by the Event Organizer of any provision of this Agreement or any applicable County, State or Federal laws or regulations shall be considered a breach of this Agreement and County may choose to terminate this Agreement immediately.

6. ASSIGNMENT

This Agreement may not be assigned in whole or in part without the prior written consent of County.

SECTION II –EVENT ORGANIZER'S OBLIGATIONS

1. USE OF SERVICES

The Event Organizer shall use the services provided by the County pursuant to this Agreement solely for the purposes outlined herein and which were approved by the BOCC. Any use of Charlotte County services or funding for purposes not specifically authorized by the BOCC will preclude the recipient from eligibility for future BOCC event funding, and may result in legal action by the BOCC to recover funds spent by the Event Organizer in contravention of these requirements.

2. MASTER FILE

A master file of documents pertaining to the Event Organizer's organization must be submitted to the Contract Manager, below, within 60 days of the effective date of this Agreement.

The Master File shall include:

1. The last audited or unaudited financial statement;
2. The latest Annual Report, if applicable;
3. A copy of Florida Dept. of State Div. of Corporations Annual Report; and
4. Evidence that the Event Organizer is currently classed under IRS as a 501(c) organization, if applicable.

Event Organizer accepts responsibility for updating information no later than thirty days following any changes.

All documents or other information required by this Agreement shall be submitted to:

Director of Tourism
Punta Gorda Englewood Beach Visitor & Convention Bureau
1700 Tamiami Trail, G-2
Port Charlotte, Florida 33948

3. RETENTION/OWNERSHIP OF RECORDS

The Event Organizer agrees to retain all books, records and other documents relative to this Agreement for five (5) years after termination of this Agreement. Persons duly authorized by County shall have full access to and the right to examine any materials during said period, subject to applicable confidentiality laws. These materials may also be subject to Chapter 119, Florida Statutes, the Florida Public Records Act, unless the materials meet a Florida statutory exemption or are confidential pursuant to state or federal law. Event Organizer agrees to comply with the requirements of Chapter 119 of the Florida Statutes to the extent that it may apply.

4. POST EVENT REPORTING

Within Ninety (90) days after the conclusion of the event, a Post Event Report, in a form approved by the County, must be completed and submitted to the Punta Gorda Englewood Beach Visitor & Convention Bureau, 1700 Tamiami Trail, G-2, Port Charlotte, Florida 33948. Failure to submit the completed Post Event Report or otherwise comply with the terms and conditions of the In-Kind Services Agreement will preclude the applicant from future eligibility.

5. NON DISCRIMINATION

By signing this Agreement, the Event Organizer certifies that it complies with the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, and the Florida Civil Rights Act. Specifically, the Event Organizer agrees that:

> No person shall, on the grounds of race, color, sex, religion, age, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any event, program or activity funded through this Agreement.
>
> The Event Organizer will not discriminate against any employee or applicant for employment, contractor or volunteer, because of race, color, religion, sex, age, disability, or national origin.
>
> In all solicitations or advertisements regarding the event, the Event Organizer shall state that all Event activities are open to all persons regardless of race, color, religion, sex, age, disability, or national origin, and provide a mechanism for persons with disabilities to request reasonable accommodation.

The County may require the Event Organizer to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to the Event Organizer's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Agreement and deny any future funding agreements upon receipt of evidence of discrimination.

6. COMPLIANCE WITH APPLICABLE LAWS

By signing this Agreement, the Event Organizer certifies that it complies with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county and city governments, and of all governmental agencies. The Event Organizer shall provide copies of all executed permits or licenses applicable to the event from all regulatory agencies immediately upon request by the County.

7. INDEPENDENT CONTRACTOR

By signing this Agreement, the Event Organizer certifies that under the provisions of this Agreement, it shall be considered an independent contractor for which County assumes no responsibility for the means or manner in which the Event Organizer's activities are provided or persons are employed. The Event Organizer agrees to defend, indemnify and save the County, and its officers, agents and employees, harmless from any damage whatsoever arising from the performance of any of the activities under this Agreement and to defend, indemnify and hold the County and its officers, agents and employees harmless from any claims made by or on behalf of its clients, agents, servants, volunteers and employees involved in work under this Agreement.

The Event Organizer will promptly report to the Charlotte County Division of Tourism any claim or suit against it or the County or its officers, agents or employees arising from action in furtherance of this Agreement. The Event Organizer agrees to pay County all damages, expenses, costs, attorney's fees, and judgments incurred or assessed against the County or its officers, agents or employees by reason of any claim or suit arising from the Event Organizer's performance under this Agreement or default in the performance of this Agreement.

8. INSURANCE

The Event Organizer shall maintain Commercial General Liability (CGL) insurance coverage with an amount of not less than $1million per occurrence and $2,000,000 aggregate, AND Auto Liability (AL) with a minimum coverage of $1,000,000 per occurrence or Combined Single Limit for all hired or non-owned vehicles. The Certificate Holder should read Charlotte County Board of County Commissioners, and the Certificate Holder shall be named as an additional insured on both the CGL and AL insurance policies. The Event Organizer shall submit to the Charlotte County evidence of coverage at least 10 days prior to the event.

9. SCHEDULE

The Event will be comprised of a series of events that are expected to occur between November 1-3, 2019 at the Punta Gorda Airport, 28000 Airport Road, Punta Gorda, FL 33982.

SECTION III – COORDINATION BETWEEN EVENT ORGANIZER AND COUNTY

1. CONTRACT MANAGERS

The Contract Manager for County is Wendie Vestfall, Director of Tourism. The Contract Manager for the Event Organizer is Dana Carr, President. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party within thirty (30) days of such change.

2. NON-DUAL SERVICE

No employee of the Event Organizer may be an employee of County, unless approved by the Charlotte County Administrator.

SECTION IV – COUNTY'S OBLIGATION

1. PAYMENT AND FUNDING

The Event Organizer has requested services from Charlotte County not to exceed Fifty Thousand Dollars ($50,000.00), as follows:

- $25,700 – Charlotte County Sheriff's Office
- $18,500 – Fire/EMS
- $300 – Permitting/Code
- $5,500 – Transit Services

Charlotte County shall provide in-kind services to the Event Organizer in a value **not to exceed Fifty Thousand Dollars and 00 Cents, ($50,000.00) total,** towards the services requested, above. The Event Organizer agrees to be responsible for any and all remaining costs for the Charlotte County services or permit fees requested above provided by Charlotte County, and any costs for any additional services that may be requested, and to pay the same within thirty (30) days of invoicing from the County.

No other payments are to be made, nor are they expected by the Event Organizer during the term of this Agreement without prior written agreement of the parties, and no oral representation made by the County or any of its employees, officers or agents shall constitute a valid Agreement.

Any use of County services or funds for purposes not provided for in this Funding Agreement must be supported by an amendment to this Funding Agreement, approved by the BOCC. Use of County services or funds for purposes not provided for in this Funding Agreement will preclude the Event Organizer from receiving County event funding in the future, and may result in legal action by the BOCC to recover funds spent by the Event Organizer in contravention of these requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement in Charlotte County, Florida.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

Date: _____

Attest:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Janette Knowlton, County Attorney
LR 19-0287

FLORIDA INTERNATIONAL AIR SHOW, INC.

Witness:

By: _____

By: _____
Dana Carr, President

Date: _____

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

EVENT DEVELOPMENT PROGRAM

Guidelines for Requesting

IN-KIND SERVICES

The Charlotte County Board of County Commissioners Event Development Program ("BOCC-EDP") provides In-Kind and additional event funding to assist in the development of new (first-year and second-year) events that promote Charlotte County as a tourist destination for visitors. After the second year, events are expected to be self-sustaining and will not normally be funded by the BOCC-EDP. However, the BOCC may consider providing In-Kind Services to recurring events under certain circumstances and subject to availability of funding.

These **Guidelines for Funding In-Kind Services** apply to events continuing beyond their second-year occurring between **April 1 and December 15 of each year.** The provision of In-Kind Services is at the sole discretion of the BOCC.

GENERAL REQUIREMENTS

1. BOCC-EDP may provide In-Kind Services of a value **not to exceed Fifty Thousand Dollars ($50,000)** annually for an eligible event.

2. **In-Kind Services** are limited to services provided by the Charlotte County Sheriff's Office and certain Charlotte County departments under the direct control of the Board of County Commissioners (BOCC). Charlotte County departments that may provide In-Kind Services include Public Safety (Fire/EMS only), Community Development (Permitting/Code); Community Services (Parks and Recreation Services), and Transit (Transportation Services).

3. To apply for In-Kind Services for a qualifying event the attached Application must be completed in full. The Application must specify the types of In-Kind Services requested and include a written cost and availability estimate from the Charlotte County Sheriff's Office and each County Department for which In-Kind Services are requested.

4. Applications must be received by the BOCC **by April 1** of each year. Applications will be reviewed by the BOCC and either approved or denied at a regularly scheduled public meeting.

5. Applications must state how many years the event has been held.

6. Resumes of all event organizers must be attached to all applications.

7. Applicants must substantiate the actual draw of visitors to Charlotte County for the prior years' event, and must provide actual figures relating to the number of event attendees, the number of room nights generated, the average length of stay, the effectiveness of previous advertising and marketing, and a summary of press related to the event. Applicants must also submit proof of their compliance with all terms and conditions relating to prior year Event Funding by Charlotte County, if applicable, including an Event Audit.

8. Applications will be scored by individual BOCC members based on the criteria outlined in the attached Application. Individual Commissioner total scores will be averaged to provide a final score. A minimum average score of **60 (out of 100)** is required to meet BOCC-EDP In-kind Services requirements for eligibility. If eligible, the BOCC will approve or deny In-Kind Services requests by majority vote.

9. Recipients will be required to sign the County's standard In-Kind Services Agreement.

10. Recipients will be required to provide proof of event insurance in an amount to be determined by the County's Risk Manager and to name Charlotte County Board of County Commissioners as an additional named insured.

11. Upon conclusion of the event, a Post Event Report, in a form approved by the County, must be completed and submitted to the Punta Gorda / Englewood Beach Visitor & Convention Bureau, 1700 Tamiami Trail, G-2, Port Charlotte, Florida 33948. Failure to submit the completed Post Event Report or otherwise comply with the terms and conditions of the In-Kind Services Agreement will preclude the applicant from future eligibility.

12. The use of In-Kind Services is authorized only for purposes directly related to the event as listed on the Application and as authorized by the BOCC. The use of InKind Services for any other purposes will preclude the applicant from future eligibility and may subject the recipient to legal process.

APPLICATION
for
IN-KIND SERVICES

I. APPLICANT INFORMATION

Entity Legal Name: **Florida International Air Show Inc.**

Entity FEID #: **59-2289482**

Is the Entity a Florida corporation or registered to do business in the State of Florida?

Yes: **X** No: □

Is the Entity a Not-for-Profit or 501(c) Charitable Organization?

Yes: **X** No: □

Application completed by: **Dana Carr**

Title/Relationship to Entity named above: **President**

Telephone No.: **941-628-4291**

Mailing Address: **PO Box 512366, Punta Gorda, FL 33951**

Email Address: **dana@airtrek.aero**

II. EVENT INFORMATION

Event Title: **Florida International Air Show Inc.**

Event Date(s): **November 1-3, 2019**

Event Location(s): **Punta Gorda Airport**

How Many Years has this Event been held in Charlotte County? **Est. 1981**

Hotel/Accommodation Partner (if applicable), Contact Person, Telephone Number (Attach separate sheet if necessary):
Four Points by Sheraton, Host for the Thunderbirds, Kelly Williamson, 941-637-6770
SpringHill Suites by Marriott, Sarah Geller, 941-347-4224
Holiday Inn Express (PG), Kirsty St. Pierre, 941-205-8002
The Wyvern Hotel, 941-639-770

Projected number of local attendees/participants (not Overnight): **45,000***

Projected number of out-of-County attendees/participants (not Overnight): **22,155***

Projected number of out-of-County attendees/participants (Overnight): **3,570***

Projected number of Room Nights:
1,100 room nights were generated by Air Show 2017. This represents actual room nights based upon the intercept study completed on site by Research Data Services Inc. Supported room nights (extended their stay to come to the Air Show or it was one of several purposes for coming to Charlotte County) were 2,800. The typical overnight visitor party had a median size of 2.0 people and spent a median of 3.0 nights in the Greater Charlotte County area.

Explain how you arrived at these projections. Use information from prior year event(s) and Event Survey(s), if applicable. Attach any supporting documentation:
Visitor and Economic Impact Study dated October 27, 2017. Commissioned by Charlotte Harbor Visitor and Convention Bureau *(attached).

Attach your marketing and promotional plan for the event. Include (if applicable) media and size; cost; run dates; and area targeted. (Examples: Newspaper, 1/8 page, $475, July 1, Tampa Bay Area, OR, Facebook boosted post, $200, June 25 until budget is reached.) Attach separate sheet(s) if necessary:
Attached.

Please review the application scoring criteria included with your application for In-Kind Services and provide all additional information you believe is relevant to each criteria section and questions. Failure to include this information may result in your application being ineligible for In-Kind Services. Attach separate sheet(s) if necessary:

ECONOMIC IMPACT:

2017 VCB Economic Impact Study: "**The total estimated economic impact of out-of-county visitors attending Florida International Air Show is $4,251,200"**

What are the demographics of the potential attendees/participants?

Average age, 52.3

Family oriented with 30.6% having children or young adults in travel parties, several multi-generational groups.

How will the effectiveness of the promotion of the event be measured? What metrics will you use? (Attach separate sheet(s) if necessary):

The mission to present world class Air Show focused on wholesome family entertainment, education in areas of aviation and STEM. Presenting a friendly environment for military recruiting and honoring our Veterans. Involve community service and charities to rise funds. The Air Show works closely with Charlotte County Visitor and Convention Bureau to increase off season tourism and give favorable exposure to Punta Gorda Airport as a major economic asset.

FIAS is requesting the CC VCB to commission an updated Visitor and Economic Impact Study.

III. LIST OF IN-KIND SERVICES REQUESTED

$25,700	Charlotte County Sheriff's Office
$18,500	Fire/EMS
$ 300	Permitting/Code
_____	Parks & Recreation Services
$ 5,500	Transit Services
_____	Other Services _____ (specify)

Please attach an itemized list of In-Kind Services requested for the entire event. The itemized list must include: dates, times and locations, and the cost and availability estimates provided by the Charlotte County Sheriff's Office and each County Department for which In-Kind Services are requested.

Failure to include cost and availability estimates from the Charlotte County Sheriff's Office and any County Departments for which In-Kind services are requested will disqualify an applicant from eligibility. **All Services are subject to availability.**

Total Value of In-Kind Services requested: $50,000

III. SIGNATURE/DISCLAIMER

On behalf of Florida International Air Show Inc, I certify that I have completed this In-Kind Services Application and attest that all information provided herein and attached hereto is true and accurate. I agree that if approved, In-Kind Services provided by the Charlotte County Sheriff's Office and County Departments will be used solely for the purposes stated herein and as approved by the BOCC. I understand that any other use of In-Kind Services will disqualify my organization from BOCC-EDP funding and In-Kind Services in the future and may subject my organization to legal process.

Dana Carr
Authorized Signature

President Florida International Air Show Inc.
Title

3/30/19
Date

CRITERIA – IN-KIND SERVICES

Each Application for In-Kind Services will be evaluated by the BOCC using the following criteria:

A. ROOM NIGHTS. The prior event must have generated a minimum of 1,000 room nights as documented by a professionally conducted survey. Did the event generate a minimum of 1,000 room nights? (If yes, score 20 points. If no, score 0 points.)

Score: _____ out of 20

B. ECONOMIC IMPACT. The prior event must have generated a minimum economic impact of $4 Million or greater as documented by a professionally conducted survey. Did the event generate a minimum economic impact of at least $4 Million? (If yes, score 20 points. If no, score 0 points.)

Score: _____ out of 20

C. AUDIT. The prior event must have a positive audit result. Was the prior-year's event audit acceptable to the County? (If yes, score 20 points. If no, score 0 points)

Score: _____ out of 20

D. BUSINESS PLAN. Has the event organizer demonstrated an ability to develop and execute a business, marketing and financial plan (including sponsorship development)?

Score: _____ out of 20

E. ORGANIZATION. Does the event organizer demonstrate a well-defined organizational structure?

Score: _____ out of 20

TOTAL SCORE: _____ out of 100

Commissioner: _____

Charlotte County Fire/EMS

Estimate of Expenses for:

Florida International Airshow 2019

The Charlotte County Fire/EMS estimate of expenses for the 2019 Florida International Airshow is **$19,099.20.** This price takes into consideration the anticipated resources needed, based on past events and the current knowledge of the planned 2019 details. Charlotte County Fire/EMS may revise these estimates as more information becomes available about the specifics of the 2019 Florida International Airshow.

New this year, Charlotte County has adopted a resolution establishing fees for service provided by Charlotte County Fire/EMS in support of special events. These fees are based on the unit type or staff type and accrued on a by hour basis. For purposes of the Airshow, the specific units and associated fees are as follows:

- Rescue / Ambulance (ALS) $150.00
- Medical Emergency Response Vehicle (MERV) $100.00
- Command Officer $57.63
- Firemedic $43.24
- Firefighter/EMT $39.92

During the Airshow, Charlotte County uses regularly scheduled (on duty) personnel and resources. While there are no charges in the estimate for the on-duty personnel and/or resources, a cost is incurred for the additional personnel assigned to these units.

Unit Staffing Increase	(4) Firefighter/EMT	1500-2100 4(6 hours)	$39.92/hour	$958.08
Unit Staffing Increase	(4) Firefighter/EMT	0800-1700 4(9 hours)	$39.92/hour	$1437.12
Unit Staffing Increase	(4) Firefighter/EMT	0800-1700 4(9 hours)	$39.92/hour	$1437.12

The total cost of additional personnel to up-staff in service units across the three-day event is **$1437.12**.

Consistent with previous years, Charlotte County Fire/EMS will increase and/or decrease resources and staffing where deemed necessary to meet and maintain public safety needs. The monetary impacts of such resource and staffing changes may be added to, or deducted from, the final cost for service.

April 3, 2019

Friday, November 1 (VIP Evening Event)

Emergency Medical

Rescue units (ambulances) will be staged to provide Emergency Medical Care during the high-volume hours or high risk potential of the event. These are Advanced Life Support units staffed with a Paramedic and an Emergency Medical Technician. Medical Emergency Response Vehicles (MERV) are carts designed to move effectively through the crowds and can provide rapid access to victims in areas of limited admission. These units are staffed with medically trained personnel and medical equipment.

(1) Rescues	(1) Medic (1) EMT	1500-2100 (6 hours)	Fee Schedule $150/hour	Ambulance, equip. and crew	$900.
(2) MERV	2(1) Medic 2(1) EMT	1500-2100 2(6 hours)	Fee Schedule $100/hour	Medical Cart equip. and crew	$1200.

Medical Base of Operations

A Medical Base of Operations (MASH Unit) will be established at the Fire Station on property and near the medical transportation corridor. The Medical Base is coordinated by an officer and staffed with a Medic and EMT.

Medical Base	(1) LT (1) Medic (1) EMT	1500-2100 (6 hours)	Fee Schedule $140.79/hour	Marine Unit, equip. and Crew	$844.74.

NOTE: Medical Base of Operations support is provided through a volunteer partnership with Charlotte County's Community Emergency Response Team (CERT). No additional charges are applied in this estimate related to CERT's volunteer assistance.

Incident Command Unit

The Mobile Command Unit will be utilized to facilitate Unified Incident Command during the integrated agency actions of this event. The Command Unit comes staffed with personnel functioning as an Incident Management Team (IMT) capable of supplying Incident communication for large incidents, computer tracking, documentation, command conference and planning.

(1) Command Unit	(1) Command Personnel	1500-2100 (6 hours)	$57.63/hour	Command Unit, equip and crew	$345.78

The total cost for Charlotte County Fire/EMS for a single 6-hour event day is **$3290.52**. These costs are estimates and are subject to change based on staffing needs and hours of operations.

Saturday, November 2 (Show Day)

Emergency Medical

Rescue units (ambulances) will be staged to provide Emergency Medical Care during the high-volume hours or high risk potential of the event. These are Advanced Life Support units staffed with a Paramedic and an Emergency Medical Technician. Medical Emergency Response Vehicles (MERV) are carts designed to move effectively through the crowds and can provide rapid access to victims in areas of limited admission. These units are staffed with medically trained personnel and medical equipment.

(2) Rescues	2(1) Medic 2(1) EMT	0800-1700 2(9 hours)	Fee Schedule $150/hour	Ambulance, equip. and crew	$2700.
(3) MERV	3(1) Medic 3(1) EMT	0800-1700 3(9 hours)	Fee Schedule $100/hour	Medical Cart equip. and crew	$2700.

Medical Base of Operations

A Medical Base of Operations (MASH Unit) will be established at the Fire Station on property and near the medical corridor. The Medical Base is coordinated by an officer and staffed with a Medic and EMT.

Medical Base	(1) LT (1) Medic (1) EMT	0800-1700 (9 hours)	Fee Schedule $140.79/hour	Marine Unit, equip. and Crew	$1267.11.

NOTE: Medical Base of Operations support is provided through a volunteer partnership with Charlotte County's Community Emergency Response Team (CERT).

Incident Command Unit

The Mobile Command Unit will be utilized to facilitate Unified Incident Command during the integrated agency actions of this event. The Command Unit comes staffed with personnel functioning as an Incident Management Team (IMT) capable of supplying Incident communication for large incidents, computer tracking, documentation, command conference and planning.

(1) Command Unit	(1) Command Personnel	0800-1700 (9 hours)	Fee Schedule $57.63/hour	Command Unit, equip and crew	$518.67

The total cost for Charlotte County Fire/EMS for a single 9-hour event day is **$7185.78.** These costs are estimates and are subject to change based on staffing needs and hours of operations.

Sunday, November 3 (Show Day)

Emergency Medical

Rescue units (ambulances) will be staged to provide Emergency Medical Care during the high-volume hours or high risk potential of the event. These are Advanced Life Support units staffed with a Paramedic and an Emergency Medical Technician. Medical Emergency Response Vehicles (MERV) are carts designed to move effectively through the crowds and can provide rapid access to victims in areas of limited admission. These units are staffed with medically trained personnel and medical equipment.

(2) Rescues	2(1) Medic 2(1) EMT	0800-1700 2(9 hours)	Fee Schedule $150/hour	Ambulance, equip. and crew	$2700.
(3) MERV	3(1) Medic 3(1) EMT	0800-1700 3(9 hours)	Fee Schedule $100/hour	Medical Cart equip. and crew	$2700.

Medical Base of Operations

A Medical Base of Operations (MASH Unit) will be established at the Fire Station on property and near the medical corridor. The Medical Base is coordinated by an officer and staffed with a Medic and EMT.

Medical Base	(1) LT (1) Medic (1) EMT	0800-1700 (9 hours)	Fee Schedule $140.79/hour	Marine Unit, equip. and Crew	$1267.11

NOTE: Medical Base of Operations support is provided through a volunteer partnership with Charlotte County's Community Emergency Response Team (CERT).

Incident Command Unit

The Mobile Command Unit will be utilized to facilitate Unified Incident Command during the integrated agency actions of this event. The Command Unit comes staffed with personnel functioning as an Incident Management Team (IMT) capable of supplying Incident communication for large incidents, computer tracking, documentation, command conference and planning.

(1) Command Unit	(1) Command Personnel	0800-1700 (9 hours)	Fee Schedule $57.63/hour	Command Unit, equip and crew	$518.67

The total cost for Charlotte County Fire/EMS for a single 9-hour event day is **$7185.78**. These costs are estimates and are subject to change based on staffing needs and hours of operations.

Here are the estimates for 2019 airshow security

29 - detail deputies/dispatchers each day
4 – 5K run (Saturday)

Detail	Daily	Total daily	Airshow Total
1- Lt. detail -	454.75	454.75	1,364.25
3- Sgt. Detail	408.00 (each)	1,224.00	3,672.00
23- Deputy	361.25 (each)	8,308.75	24,926.25
2- dispatchers	361.25 (each)	722.50	2,167.50
4-5k Run (Saturday)	85.00 (each)	340.00	340.00

Grand Total: 32,470.00

Thanks -
-
Major Michael Anderson
Charlotte County Sheriff's Office
Office - 941-833-6324
Cell – 941-875-8779

2019 Charlotte County Airshow

Location	Time	Assigned
Traffic Control		
Viking Ave. @ Piper Rd.		
Golf Course Blvd. @ Challenger Blvd.		
Piper Rd. @ Henry St.		
Piper Rd. @ Henry St.		
Airport Rd. @ Piper Rd.		
Airport Rd. @ Piper Rd.		
Mooney Ave. @ Golf Course Blvd.		
Floater / relief traffic		
Wooded area behind the airport		
Wooded area behind the airport		
Flight Line & Crowd Control		
Flight Line (All Day)		
Flight Line (All Day)		
Flight Line (All Day)		
Flight Line (All Day)		
Flight Line (All Day)		
Other Interior Areas		
Incident Commander		
Flight Line Tower Commander		
Outside Team Leader		
Inside Team Leader		
Ticket Booth		
Vender Gate		
Cash Runner		
Bank Security		
Interior Security		
flight tower deputy		
Hot Ramp		
Dispatcher LEO (EOC)		
Dispatcher Fire (EOC)		

2019 parking
Lot 1
Lot 2
E Henry St
Piper Rd
Utilities Rd
Golf Course Blvd
Cheney Ave
North Fork Alligator Creek
Civil Air Patrol
Charlotte County Fire/EMS Station 7
Arcadia Aerospace Industries
Air Trek inc
Sarasota Avionics International
Punta Gorda Airport
McGinnis Bail Bonds
FedEx Ship Center
Alamo Rent A Car
The Junction Punta Gorda
Supertrak
Skyview Cafe
Charlotte County Jail
Airport Rd
Pulsafeeder
APG Avionics
Cheney Way
Charlotte County Airport Authority
Wahoo Fishing Produc
Viking Ave
Cheney Way

2019 parking and sign placement

2019 parking /
Full road closures
soft road closures
Traffic signs
Traffic signs
Lot 2
Lot 1
Traffic signs
Traffic signs
Traffic signs
E Henry St
Piper Rd
Utilities Rd
Civil Air Patrol
Charlotte County Fire/EMS Station 7
Arcadia Aerospace Industries
Air Trek inc
Golf Course Blvd
Sarasota Avionics International
Punta Gorda Airport
McGinnis Bail Bonds
FedEx Ship Center
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McGinnis Bail Bonds
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FedEx Ship Center
Alamo Rent A Car
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Supertrak
Skyview Cafe
Charlotte County Jail
Pulsafeeder
Cheney Way
APG Avionics
Charlotte County Airport Authority
Wahoo Fishing Produc
Viking Ave
Cheney Way

Ready Building Products
Harbour Graphics & Design
Apg Rotables
Suncoast Trucking Academy
VIP parking
Traffic signs
Traffic signs
Handicap parking
Challenger Boulevard
Challenger Boulevard
Challenger Boulevard
Golf Course Blvd
Golf Course Blvd
Golf Course Blvd
Commerce Parkway
Commerce Parkway
Progress
Boeing Way
E Henry St
North Fork Alligator Creek
North Fork Alligator Creek

Ready Building Products
Harbour Graphics & Design
Apg Rotables
Suncoast Trucking Academy
Golf Course Blvd
Golf Course Blvd
Golf Course Blvd
Challenger Boulevard
Challenger Boulevard
Challenger Boulevard
Challenger Boulevard
Progress
Commerce Parkway
Commerce Parkway
Boeing Way
E Henry St
North Fork Alligator Creek
North Fork Alligator Creek

Good Morning,
The fee for the Zoning temp use (Special Event) permit is $300.00. I have attached a copy of the Temp. Use application.
Thank you.

Regards,

Maryann Franks | Zoning Coordinator
Charlotte County Community Development
18400 Murdock Circle
941.743.1208
Maryann.Franks@charlottecountyfl.gov
Delivering Exceptional Service

CHARLOTTE COUNTY TRANSIT
Air Show Public Transportation
as of 4/3/2019

Operational Characteristics			
Route	Service Span	Days of Service	Days of Services
Airshow			
4 buses	4- PM - 8 PM	Friday	2019
5 buses	9 AM - 5 PM	Saturday	2019
6 buses	9 AM - 5 PM	Sunday	2019

Actual Hours Needed

	Number of Buses	Hours	Transit Costs Provided/Allocated	
Friday	4	20	$	1,100
Saturday	5	40	$	2,200
Sunday	5	40	$	2,200
Total Estimate Costs			$	5,500

MARKETING

Areas of Responsibility

Media- Communicate and organize media events, press release and media rides.
Promotional Material – Brochures, posters, programs, informational pieces and at-a-glance sheets
Outdoor Advertising and Signage – includes any new banners that may be used on, or off, the field for promotional purposes
Print Advertisement – Articles, press releases, advertisements, press kits and anything that we have promised the sponsor in the way of printed promotion
Television and Radio – Advertisements, coverage and maintaining a good relationship with these two main areas of marketing
Web – Updates, changes reporting and the overall maintenance of the site. Produce a two-page information sheet summarizing the web that can be used to send to the media, sit at the front desk for walk-in customers and mailers to folks that call in wanting information but don't have a computer.
Social Media – Manage Facebook targeting 35-65 Twitter & Snapchat Teen HS & College

Marketing Director: Oversees all aspects of the marketing team. Assembles them all and ensures that every aspect of the process is being covered. The primary contact with the President. Job responsibilities include:

- Work closely with the Media and Web managers to ensure that their Show goals are rolled into the overall Marketing Plan and that all areas are coordinated and cross –promoting
  Create an executive Marketing Advisory Board that will meet monthly to go over the progress of the Marketing Team and the Show plan.

- Own the creation, production and distribution of all marketing collateral
  Event Management. Plan and execute, with the assistance of the Marketing Team, all events the Air Show participates in to promote the event.

- Work closely with the Graphics manager to ensure that all creative material is created and delivered to the appropriate outlet on time and with the required specifications
  Signage. Work with Red Caps to coordinate all necessary signage or events and promotion.

- Frequent update meetings with the President to ensure that he is in the loop and up on all aspects of the team and has adequate time to provide input or suggestions for change.

- Work with Performers for cross promotion on social media follow Jet team manual time line

- Work closely with Director of Sponsorship to ensure all sponsor logos are displayed in appropriate size & order on website, posters & advertisements.

- Collateral distribution. Once the posters and brochures are complete you will need to put together a team of volunteers to distribute the collateral around the county This includes Lee & Sarasota as well as any other extended areas possible. Main locations include:

  - Chambers of Commerce/VisitorsBureau
  - Local businesses
  - Fire Departments
  - Police Departments
  - Local grocery stores

Media Manager

Owns the relationship with press. Works closely with the Marketing Director and President to ensure a consistent message is being communicated. Job responsibilities include:

- All aspects of communication with the press both before, and after, the Show
- Main media contact with any jet teams that may be scheduled to perform. Owns all aspects of communication between the team and the press, any VIP events directly involving the team and all press conferences and/or media events.
- Coordinates all media rides with all performers. Selects, contacts and coordinates the rides, including scheduling media rides with the performers, communicating all requirements to the media and completing and submitting all necessary waivers and applications necessary Owns the Press Kit creation, assembly and distribution to the press outlets
- Responsible for obtaining 'proof of performance' from the media, includes tear sheets, recordings and airtime records from all media
  Ensures that the media is involved at the highest level during the week of the Show
- Owns the distribution and coordination of all Media Passes. All media pass applications will be funneled to the media manager. They will be required to review and approve or deny the request based on media requirements
- Media Tent coordination. Ensure the Media Tent is set up and ready for Show weekend.
- Includes all necessary tables, chairs, food and power as well as a host to manage the booth during all show hours
- Press Releases. Create and distribute frequent press releases in the months leading up to the Show that will ensure the necessary 'buzz' for the Show

Graphic Designer

Owns the creative for all collateral, print and media as outlined in the Marketing Plan. Will receive all deadlines, specifications and necessary contacts in order to deliver each piece on time directly from the Market Director. This is typically an out-sourced position.

Web Manager

Owns the look, feel and update of FloridaAirShow.com. Job responsibilities include:

- Air Show Marketing Review and Procedures Report
- Keeping the site current with all events and activities going on during the Air Show Working
- with the different areas of the Show (ie: Static displays, performers, Sponsors) to ensure that individual pages are consistent and updated with the most current information Maintaining the
- sponsorship page and banner area with all sponsor logos. New logos should be added to the site within 48 hours of contract signing
- Working with the on-line ticket vendor to keep the site updated with current pricing, special offers and ensure that all links are working
- Weekly reports during the height of the Air Show showing website traffic and most frequented pages

Timeline

Below is a rough timeline to use as a guideline for when to start projects and when they should be complete and ready for implementation. This is not a comprehensive list

4+ months prior to Show:

- Graphic designer brought on board and up to speed
- Website updated with new Show dates, performers, jet team and ticket info if
- available Core Graphic created and approved by Board Collateral creative begins
-
- Flyer and Rack Card creative completed and readied for distribution
- Marketing plan completed and approved by Marketing Committee

3 months prior to Show

- Email flyer sent out to past ticket purchasers and Insider newsletter list
- Large banner goes up at Airport or on digital display
- Creative approved on collateral
- Radio TV copy is written and readied
- Print ads are completed
- eNewsletter completed and distributed each quarter
- Program layout to printer
- Performer Posters and Event Maps sent to print

6 weeks prior to Show:

- Radio ads start running
- Print ads start to run with logo rotation
-

1 month prior to Show:

Banners to go up at the Punta Gorda Airport
Media Kickoff party

- Media/Press are completed and distributed
- News ads start running
- Performer riders are selected and alerted
- Radio ads increase in frequency
- Request local school teams for FIAS banner placement on fields

2 weeks prior to Show:

- All sponsor banners go up on the fence-line. This is a joint effort with the Sponsorship
- team, so coordinate with them
- Kids Day promotion. Press release out to media
-

Week of Show:

- Performer riders confirmed
- Media Day blitz. Contact all media, confirm shows, who's attending and when and what the needs are for the television stations (space, van access, etc)
- Kids Day Friday Make A Wish / Candlelighters party during practice
- Jet Team welcome/media arrangements

2 Weeks following the Show:

- Thank you letters to all media for participation/attendance
- Reminders to media sponsors on proof of performance reports
- Create post-Show email/survey for distribution no later than 1 week after Show
- eNewsletter (this may not happen until November/December timeframe depending on when final numbers come in.

Florida **International Air Show 2019 Marketing Plan**

Purpose and Mission

To drive interest in sponsorship and ticket sales for the Air Show by utilizing marketing partnerships with sponsors and community business leaders. Generate early ticket sales via the website by offering programs and discounts to those who act early.

Strategy and Objectives

Marketing Strategy - Promote a fun, safe, family-oriented event that offers entertainment and value for family members of all ages.

Marketing Objectives –

a) Increased pre-event ticket sales.

b) A better community understanding of the events and entertainment offered during the weekend of the Air Show.

c) Increased awareness of the benefits the Air Show brings to local businesses through increased revenue, community volunteerism and the level of charitable contributions given back to local organizations.

Brand Awareness

Website. Utilize the Air Show website to promote special events, draw interest on the Show and provide key information to visitors.

eNewsletter. Create an online following by publishing a quarterly eNewsletter updating all registered users of current Air Show events and offerings.

Tactical Programs

Demographics – Based on survey results: Male, age 35-65, Married with children with a median income of $50 - 90,000/year. Multigenerational with emphasis on teen High School students.

Promotions

Website – Maintain the website to be the main avenue of information regarding the Air Show. www.floridaairshow.com
Site will include:

- Air Show dates

- Ticket purchase information and a obvious link allowing them to purchase tickets online immediately
- Special offers. A page that will outline upcoming ticket promotions, events that the Air Show will be participating in as well as ways to obtain discounted tickets
- Sponsorship page. This will be a dedicated page for the sponsors offering live links to their homepages.
- Performer page. A dedicated page that will outline all performers, any images they may have as well as links to their home page (if available).

"Family Four Pack" - Buy 2 adult general admission tickets for any one day and get 2 kids passes as well as a parking pass.

Collateral

- Flyers
  - Flyer that will be emailers and print via FIAS Insiders, distributed to all registered Air Show sponsors and 1 for promotional use as a walk-away piece.
  - Goal of the flyer and website will be to provide a summary of the performers, other events and promotions going on at the show as well as brief ticket purchasing information. This piece will be used to promote interest in the Show and drive readers to the Air Show website for further information. The first run of the Flyer to be completed and ready for distributionno later than June 30. Estimated Quantity: 5K
  - Distribution:
    - ☐ Surrounding Area Chambers of Commerce & newsletter insert
    - ☐ Local businesses
    - ☐ Sponsor Packages
    - ☐ Media

- 3.5 x 2 Promotional Event Business Cards & 3.5 x 8.5 Rack cards
  - Front will carry FIAS event logo along with show date and website. It will also list major sponsor logos. The back will have list of performers and notable static displays. Will be completed and ready for distribution no later than June 1. Estimated Quantity: 5K
  - Distribution:
    - ☐ Surrounding Area Chambers of Commerce
    - ☐ Florida Welcome centers through VCB
    - ☐ Directors' personal distribution

- In promo bags at various events, local hotels
- Various local businesses (window/counterspace for tickets exchange)
- Various regional airports' FBOs, pilot lounges, etc.

    - Air Show Poster. 11 x 16 will include FIAS Event logo, 2 levels of sponsor logos ("Big 3" and "Major Sponsors"). The Poster should provide a clear call-to-action, driving them to the Air Show website for further details and information. Final print run for June 30. Estimated Quantity: 500.
    - Distribution:
        - Surrounding area businesses
        - Surrounding Chamber of Commerce's
        - Sponsors (Peace River Distributing channels)
    - Performer Poster. No sponsor logos included. Strictly for promoting performers. Will be sold/distributed at the Air Show as the performer autograph poster. Print run targeted for Sept 1. Quantity: 500.

- Souvenir Program
    - Will once again provide all information on the Air Show, the daily itinerary, its sponsors and performers as well as community involvement and giving. The brochure should do a thorough job of outlining why we're here, what we do and how we do it, and include an overview map. Program creative complete and to printer no later than September 15. Estimated Quantity: 5K.

Public Relations

As with the events above, we will have to rely heavily on a strong public relations campaign to help build excitement for the Air Show. There are several different areas we need to focus on this year in order to enhance our earned media.

- Regularly scheduled Press Release pushes
- Utilizing Sponsor distribution channels
- Co-sponsoring Charlotte County events
- Being more involved with Chamber events
- Enlist promotional help from local businesses

Media Partners

These are media organizations that we should work to get feature stories, and Show coverage in, both leading up to, and during, Air Show weekend.

Print:

- ☐ *Harbor Style Magazine* – logical partner and sponsor will cover the Air Show because of past/current relationships.

- ☐ *Charlotte Sun* – as largest print media in local area it is imperative the Air Show get a lot of coverage from this medium. We really need to focus on getting write-ups in the various county versions, not just the Charlotte County addition. Push for a story on the economic impact of having an event that attracts 25,000+ people.

- ☐ *News-Press & Naples Daily News*– Has have a larger distribution reach than the *Charlotte Sun*, they Media/Press are completed and distributed.

Daily Newspapers have more space and various sections for coverage of the Air Show (Food section, Entertainment section, Lifestyle, Parenting, etc.).

- ☐ PGICA *Commentator, Isles Life, Gulf Breeze*, etc. included in all press releases, events and media events.

- ☐ Radio stations – most smaller stations will just give the Air Show a mention on the air in exchange for general admission passes. We have to make sure the Air Show is listed as an upcoming event whenever possible.

- ☐ Media Event – Media event one month prior to the Show that pulls in the media and brings them to the field early.

Advertising

Please note: The bulk of our print, Radio and TV are paid with In-Kind trade for sponsorship.
Most effective advertising is done through direct e-mail marketing to past ticket purchasers as well as a very strong and highly targeted Facebook campaign. Hence the very limited advertising section.

- Email marketing to previous ticket purchasers

- As per 2018, Facebook targeting using key words and demographic and interest profiles in markets that proved to be the best attendance generators in 2018. **This was done very successfully with the guidance of the VCB in 2018.**

Report 2018 Media/Marketing Steve Lineberry

Media/Marketing:

- 15% Discount Code on General Admission Tickets Only in ALL media advertising. Using Special Promo Codes for all publications, we were able to offer this discount throughout SW FL from Naples to Sarasota/Bradenton.

Print Advertising:

- News Press (4 Additional Publications)
- Sun Newspapers (3 Additional Publications)
- Englewood Review
- Sarasota Herald Tribune
- Naples Daily News
- Florida Weekly – Coverage in Charlotte County, Ft Myers, Naples and Bonita Spings
- We received outstanding coverage from all print media – prior to the Air Show and During the Air Show. The Sun Newspaper provided the most comprehensive coverage.
- The Parrot Magazine – Front Cover & Full Page Ad
- North Port Magazine – Front Cover & Story
- ValPak – Over 120,000 Coupons Mailed September & October

Radio Coverage

- Beasley Media Group – Ft. Myers (3 Stations)
- IHeart Media – Punta Gorda (5 Stations – including two in Ft. Myers.)
- WENG and WFLN – Englewood and Arcadia
- WSFX – WINK FM – Ft. Myers

TV Coverage

- Fox 4 – Two Interview Programs; Live Coverage on Friday Morning; Jet Media Ride. Broadcasts During the Air Show. Website Home Page Take-Over
- NBC 2 – Live Friday Morning Broadcast (2 Hours)
- SNN TV – Interview Program; Parachute Tandem Jump Broadcast Friday Commercials – 30 Second Buys – Fox4, WINK TV, SNN-TV

Digital & Social Media

- Facebook – Various Posts were advertised prior to Air Show Week. Resulting in thousands of views. A minimum of two a day posts on

Facebook page, regarding ticket sales, performers, pertinent information for guests.
Warbird Ride Giveaway – 800 entries.
Facebook "Look-a-Like" Posts one week prior to Air Show resulting in 245K views. Great results VCB with partnership

Beasley Media Group

- 100,000 Digital Ads
- Geo-Fencing: We "Geo-Fenced" many activities in Ft. Myers, Punta Gorda and McDill Air Force Base. Geo-Fencing has two components; sending advertisements to cell phones – via website apps and also grabbed the digital information to send ads to these same cell phones next year.

Florida Weekly Digital

- 100,000 Digital Ads

FIAS Newsletter

- Sent Monthly to over 4,000 Subscribers

Grasshopper Toll Free #

- Dozens of phone calls – two weeks prior to Air Show; Majority Ticket Information or Purchasing Tickets for Wrong Day.
- On Saturday – over 400 Phone Calls, Emails, Facebook Messages or Website Contact Messages about Parking.

FIAS Program

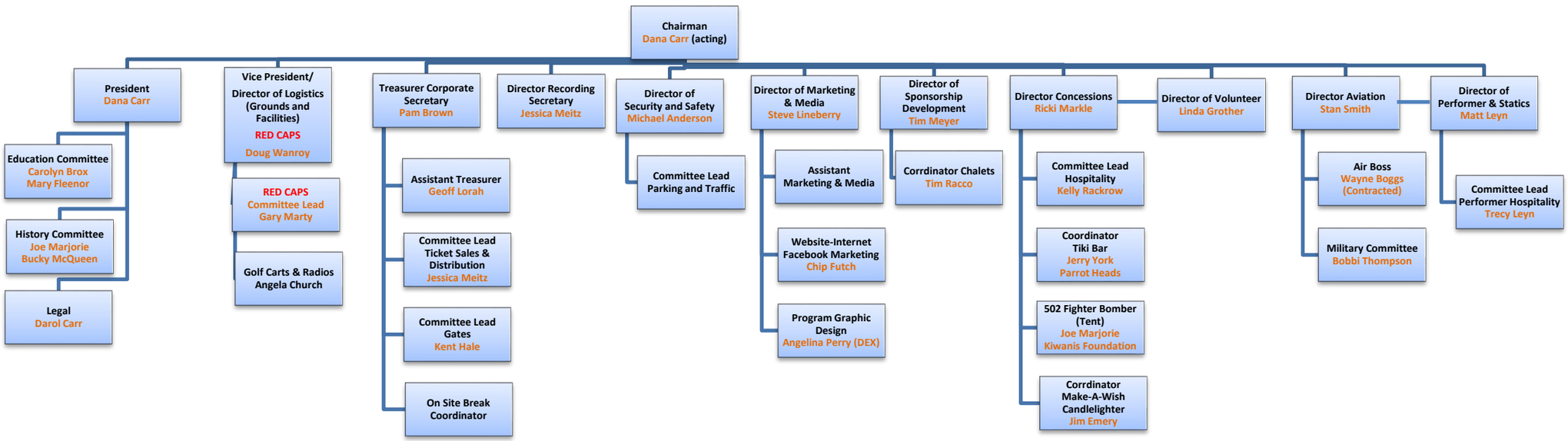
Over 1,000 printed. Sales of the Magazine need to be away from the Main Gate; Hundreds were put into Golf Carts and driven by the Program Seller – stopped by the booth and asked if anyone wanted purchase a program.

Parking Issues: I talked to Dana – on Monday and we immediately put together a response to the hundreds of complaints that we received. Only 1 letter to the Sun Editor about the Parking Issues.

Ideas for 2019 Marketing

- Looking forward to the ICAS and Marketing Seminars and Ideas.
- Must upgrade the Guest Experience; Parking Issues; Handicapped Transportation on Air Show Grounds (Handicapped Golf Carts)
- Compacting the Air Show Vendors, Displays and Seating.
- Sell More Shade!

Organizational Chart



Résumés

Dana Carr

Air Trek VP Director of Operations. Dana has been with Air Trek since its inception in 1978. An ATP pilot with more than 8,000 hours of flight experience, he is type rated in the Cessna Citation and holds Commercial Pilot single engine land and sea and Helicopter licensure by the FAA.

Dana was approved by the FAA to serve in the required position of Director of Operations in 1984 and has served in that position for the past 28 years. He has been continually qualified as a pilot for Air Trek since 1979.

Dana has served for 9 years as President and/or on the Board of Directors of the Professional Aeromedical Transport Association (PATA). From 1999 to 2008 he served on the Board of the Commission on Accreditation of Medical Transport Systems (CAMTS) as a representative from the National Aviation Transportation Association (NATA). Dana has been awarded the Certified Medical Transport Executive (CMTE) designation by the Association of Air Medical Services. He currently serves as an active member of the Air Charter Committee of NATA.

In 2006 Dana was responsible for spearheading the development of Air Trek's Safety Management System (SMS) which was one of the first to be accepted in the USA. Canada and European countries now require SMS for their aviation operators and soon it will be required in the U.S. As a result of Dana's safety minded vision, Air Trek's SMS has been in place for years.

Dana's main responsibility is overseeing daily operations and logistics of the company which can include multiple simultaneous operations both domestically and on other continents.

I have been involved in every Air Show since the 1st one in 1982, mostly as an on airport business helping with whatever was required for the show to go on. Our business and children grew along with the Air Show. To have been part of the TEAM who worked to bring back the Air Show in 2016 and fast-tracked to the 2018 Air Show President is indeed an honor.

Pam Brown

Pam is originally from Syracuse, NY, where she worked for Carrier Corporation, Transicold Division, for 18 years. She and her husband brought their sailboat from Lake Ontario, through the inter-coastal waterway, to Port Charlotte in 1996. She became Controller of the Charlotte County YMCA in 2002 and retired in 2005. She returned to that position in 2012 & retired yet again in 2015. In addition, she served as treasurer of the Y's Men's Club (a service club for the YMCA) for 10 years.

Pam's involvement in the Florida Int'l Air Show began as an assistant to the Director of Concessions in 2005. She continued working as Lead Rep for Concessions, responsible for bringing in specialty food vendors. In 2013 she joined the Board of Directors and currently serves as treasurer.

Ricki Markle

Ricki has lived in Port Charlotte for 30 years. Spent many years coaching youth baseball and softball with husband, John Markle. Also worked in mortgage banking for 30 years in Charlotte County. Proud to have raised our 3 daughters and foster son here. Favorite charities are Crossroads Academy for boys, and Habitat for Humanity.

They started as volunteers for the Airshow in 2001 with their daughter's softball team. Over the years, they have become more active in the airshow and have been spending more time and effort volunteering on the Concessions Committee.

Major Mike Anderson

Originally from Chicago, I moved to Charlotte County in 1987 and starting working for Public Works, I then moved on to the Sheriff's Office in 1989. During my time in the Sheriff's Office I have been fortunate to rise to my current level of Major in charge of the Bureau of Law Enforcement. I have a Master's degree in Criminal Justice Administration and a graduate of the FBI National Academy. I raised two wonderful daughters in Charlotte County and have 7 grandkids. During my 29 years in Law Enforcement I have worked both the Summer and Winter Olympics and traveled around the work for the Law Enforcement Torch Run for Special Olympics. Some of the charities that I am passionate about include, Special Olympics, Habitat for Humanity and Big Brothers Big Sisters.

I attended my first airshow in 1984 while visiting my parents who had just moved to Charlotte County. It was an awesome event and to be finally part of the team will make each show even more special.

Stan Smith

Airplanes and type ratings: Boeing 787, 767, 757, 737, DC9, MD80, SD3-30, 727 FE King Air 200, Sabreliner 40 & 65, Merlin I, Twin Otter Certified Flight Instructor: Single & Multi Engine Land Instrument and Advanced Ground Instructor. Director of Training for a Regional Airline, Flew for several large Corporations before going to the Airlines. Established and owned 2 Air Charter Operations Born and raised in York, Pennsylvania. Graduate of Penn State University with a Degree in Aerospace Engineering.

Full time resident of Charlotte County…28 years Punta Gorda and 4 years Port Charlotte Married 41 years and wife, Linda, is also retired Captain with Continental Airlines and Flight Instructor Single & Multi Engine Land. One son: Charlotte High School & Florida State University Graduate.

Currently President of the EAA (Experimental Aircraft Association) Chapter 565 at the Punta Gorda Airport and Warbirds Chapter 24 member. On the Advisory Committee for Punta Gorda Airports next 20-year Master Plan. Currently running for Charlotte Country Airport Authority Commissioner District 4.

Doug Wanroy

Doug is a Realtor with Remax Harbor Realty here in Punta Gorda, and has been a Realtor for 28 years, he was also a Developer and Builder in Michigan before relocating to Punta Gorda in 2007 full time. Doug has been married 32 years to his wife Marcia and has 2 beautiful daughters and 4 "furry grand children."

Doug started volunteering for the Punta Gorda Block Party, where he was approached for his logistic skills for use at the FIAS and volunteered as a Red Cap for 7 years before taking on the lead Red Cap role in 2017 and subsequently the "Red Caps facilities & logistics Director".

Rich Emch

Rich Emch CFP®, is a Financial Advisor with Raymond James & Associates has worked in the Financial Services Industry since 1988. Rich and his wife relocated to Port Charlotte from Cleveland Ohio in 1990. Since that time Rich has been actively involved in many community organizations including Habitat for Humanity, Rotary International, Charlotte Community Foundation, Economic Development Council, Port Charlotte Toastmasters and various Chamber of Commerce activities. Rich and his wife enjoy kayaking the waters of Charlotte Harbor and recently began fostering animals for the Animal Welfare League of Charlotte County.

Working with Sponsors and Commercial Exhibitors involved in the Florida International Airshow gives me a way to help connect local businesses with this very worthwhile event. The show provides a positive and significant economic impact.
"I am proud to be just one of the hundreds of volunteers that work so hard to put on this event each year."

Steve Lineberry

Media / Marketing Director
Florida International Air Show

As a Territory Photography/Sales Manager for a $200 million dollar division of a corporate photography, Steve was transferred to SW FL in 1998 from Columbus, OH. He chose Punta Gorda due to its central location between Bradenton and Marco Island. His Florida International Air Show introduction came in 2000, when as a new member of the Port Charlotte Sunrise Kiwanis, Steve worked with other Kiwanians, cooking and serving for the thousand Air Show attendees. The Kiwanis food booth was a successful fundraiser for the Kiwanian each year with proceeds totally over $100,000 earned for various projects.

As the Media/Marketing Director since 2018, Steve works diligently with dozens of vendors, media personnel and Air Show performers to help ensure a successful Air Show. His main reason? He knows that a successful Florida International Air Show will provide funds to over 30 non-profits to further their impact in Charlotte County.

RESEARCH DATA SERVICES, INC.
777 SOUTH HARBOUR ISLAND BOULEVARD • SUITE 260
TAMPA, FLORIDA 33602
TEL (813) 254-2975 • FAX (813) 223-2986

2017 Florida International Air Show Visitor and Economic Impact Study

Punta Gorda, Florida
October 13 - 15, 2017

Prepared for:

Lorah Steiner, Director of Tourism
Charlotte Harbor and the Gulf Islands Visitor and Convention Bureau

Prepared by:

Research Data Services, Inc.
www.ResearchDataLLC.com

October 27, 2017

Certification and General Limiting Conditions

The following report has been prepared for the 2017 Florida International Air Show at the request of Ms. Lorah Steiner, Charlotte Harbor and the Gulf Islands Visitor and Convention Bureau. **Research Data Services, Inc.,** hereby certifies that, except as otherwise noted in the report:

1. We have no present or contemplated future interest in the project that is the subject of this study.

2. We have no personal interest or bias with respect to the subject matter of this report or the parties involved.

3. This report is based on estimates, assumptions, and other information developed from our research of the market, our knowledge of the industry, and our discussions with you and your representatives during which we were provided with certain information. The sources of information and the bases of estimates and assumptions are stated herein. To the best of our knowledge and belief, the statements of fact contained in this report, upon which analyses, opinions, and conclusions expressed herein are based, are true and correct.

4. This report sets forth all of the limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.

5. Because circumstances may change and unanticipated events may occur subsequent to the date of this report, the reader must evaluate the assumptions and rationale of this report in light of the circumstances then prevailing. The terms of this engagement are such that we have no obligation to revise this report or the included projections to reflect events or conditions which occur subsequent to the completion of our fieldwork.

Walter J. Klages, Ph.D.
President

October 27, 2017
Date

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Preface

The following research project was undertaken at the request of Ms. Lorah Steiner, Director of Tourism, Charlotte Harbor and the Gulf Islands Visitor and Convention Bureau.

The research objectives, as documented in the survey questionnaire (approved by the contracting parties), reflect the full scope of the project undertaken. The principal purpose of this study was to document the economic impact of the 2017 Florida International Air Show. In this context, the study tabulates and profiles both tourist/visitors and day-trippers who came to the area for the event.

The **findings of the study are based on 196 face-to-face interviews** conducted with randomly selected visitors at the 2017 Florida International Air Show.

Research Data Services, Inc. is responsible for the design and analysis of this project. The research was implemented by staff interviewers, trained, and supervised by **RDS** professionals. The study questionnaire, processing softwares, optical scanning programs, and related materials developed and used in and for this project, as well as this report are protected by the copyright laws of the United States of America.

Summary of Research Findings

The study of the 2017 Florida International Air Show (FIAS) was implemented to document the economic impact of the event. The event organizer's crowd estimates indicate some 35,000 people attended the Florida International Air Show from October 13 - 15, 2017. **The total estimated economic impact of out-of-county visitors attending Florida International Air Show is $4,251,200.** For the entire event period, the races supported an estimated 2,800 room nights in area lodgings *(median length of stay 3.0 nights – approximately 930 units rented per night).* Moreover, Charlotte residents and seasonal residents spent an estimated $482,600 in the Punta Gorda area related to attending the Florida International Air Show.

The following, in short summary, are the salient findings of the research:

Profile of Visitors Attending the 2017 Florida International Air Show:

1. Of the 35,000 people who attended the 2017 Florida International Air Show, 26.5% were Charlotte County residents, 63.3% were day-trippers, and some 10.2% were overnight visitors *{Q3 and Q5}*.

2. The typical overnight visitor party had a median party size of 2.0 people and spent a median of 3.0 nights in the greater Charlotte Area *{Q6 and Q10}*.

3. Some 60.0% of overnight visitors attending FIAS flew *{Q8}*.

4. Out-of-town visitors obtained their information about FIAS from the following sources *{Q11} (multiple response)*:

	Information Source
• Recommendation	45.8%
• Internet	38.9
• Previous Visits to the Event	23.6
• Television	8.3

Research Data market research+

5. The majority of non-resident visitors (72.2%) say they would return for this event next year *{Q13}*. Specifically:

	Plan to Return
• Day-Trippers	74.2%
• Overnight Visitors	60.0

6. The average age of adult 2017 FIAS attendees is 52.3 years, with some 30.6% reporting having children or young adults in their immediate travel parties *{Q10a and Q14}*.

2017 Audit

FLORIDA INTERNATIONAL AIR SHOW , INC.
FINANCIAL STATEMENTS
December 31, 2017

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Summers, Westby & Schiller

Certified Public Accountants

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Mailing: P.O. Box 510308 • Punta Gorda, FL 33951-0308
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Samuel C. Summers, CPA
Margaret J. Westby, CPA
Donna J. Schiller, CPA

Donna M. Tripp, CPA
Kathryn Ingebretsen, CPA, CAM

Independent Auditor's Report

To the Board of Directors
Florida International Air Show, Inc.
Punta Gorda, FL

Report on the Financial Statements

We have audited the accompanying financial statements of the Florida International Air Show, Inc., which comprise the statement of financial position as of December 31, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Florida International Air Show, Inc. as of December 31, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Summers, Westby + Schiller CPAs

Summers, Westby & Schiller CPAs
Punta Gorda, Florida

May 31, 2018

FLORIDA INTERNATIONAL AIR SHOW, INC.
STATEMENT OF FINANCIAL POSITION
December 31, 2017

ASSETS		
Current Assets		
Cash and cash equivalents	$	113,407
Accounts receivable		5,766
Prepaids and other current assets		10,678
Total Current Assets		129,851
Non-Current Assets		
Property and equipment, less accumulated depreciation of $2,925		7,312
TOTAL ASSETS	$	137,163
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable and accrued expenses	$	-0-
Total Current Liabilities		-0-
Long-Term Liabilities		-0-
Total Liabilities		-0-
Net Assets		
Unrestricted		137,163
Total Net Assets		137,163
TOTAL LIABILITIES AND NET ASSETS	$	137,163

The Accompanying Notes are an Integral Part of These Financial Statements

FLORIDA INTERNATIONAL AIR SHOW, INC.
STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2017

UNRESTRICTED NET ASSETS		
Revenues		
Grants		
Charlotte County	$	50,000
Tourism Grant		10,000
Contributions		45,970
In-kind contributions		202,266
Ticket sales		187,704
Concession income		102,860
Chalet income		24,844
Total unrestricted revenue		623,644
Expenses		
Air Show expenses		536,962
Community distributions		21,200
Supporting services		
General and administrative expenses		21,858
Fund raising		2,000
Total expenses		582,020
Increase (decrease) in unrestricted net assets		41,624
INCREASE (DECREASE) IN NET ASSETS		41,624
NET ASSETS AT BEGINNING OF YEAR		95,539
NET ASSETS AT END OF YEAR	$	137,163

The Accompanying Notes are an Integral Part of These Financial Statements

FLORIDA INTERNATIONAL AIR SHOW, INC.
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$	41,624
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by operating activities:		
Depreciation		1,462
Increase in accounts receivable		(897)
Increase in prepaids and other current assets		(10,678)
Decrease in accounts payable and accrued expenses		(10,779)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		20,732
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of equipment		-0-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES		-0-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		20,732
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		92,675
CASH AND CASH EQUIVALENTS AT END OF YEAR	$	113,407

SUPPLEMENTAL DISCLOSURES

The Organization did not engage in any noncash investing and financing activities in 2017. There were no income taxes or interest expense paid during the year ended December 31, 2017.

NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities — Florida International Air Show, Inc. was incorporated in 1982, as a nonprofit organization, whose primary purpose is to raise funds to support charities in Charlotte County and Southwest Florida communities through annual air show events.

Basis of Accounting — The Organization uses the accrual basis of accounting, which recognizes revenue when earned and expenses as incurred. Expenses are allocated to each program based on direct expenditures incurred. Any expenditures not directly associated with a specific program are allocated to the various programs using percentages determined by the nature of the expense.

Basis of Presentation — The Organization is required to report information regarding its financial position and activities according to three classes of net assets: Unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. All contributions are considered available for unrestricted use, unless specifically restricted by the donor or subject to other legal restrictions. There were no permanently restricted net assets for the year ended December 31, 2017.

Cash and Cash Equivalents — Cash and cash equivalents consist of cash held in checking, savings, and money market accounts.

Donated Services —No amounts have been reflected in the financial statements for donated services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization, but these services do not meet the criteria for recognition as contributed services. The Organization received more than 16,300 volunteer hours during the year.

Equipment and Depreciation — Expenditures for equipment purchased in excess of $500 are capitalized at cost. Donated assets are capitalized at their fair market value on the date of the gift. Depreciation is computed primarily on the straight-line method over the estimated useful lives of the assets.

Restricted and Unrestricted Revenue and Support — Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restrictions expire in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose of restriction is accomplished) temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restriction.

NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes — The Organization operates as a nonprofit organization and is tax exempt under Code Section 501(c) (4) of the Internal Revenue Code. The Organization is classified as other than a private foundation by the Internal Revenue Service. The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization's Federal Return of Organization Exempt from Income Tax (Form 990) for 2015, 2016 and 2017 are subject to examination by the IRS, generally for three years after they are filed.

Estimates — The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 – PROPERTY AND EQUIPMENT

The major components of property and equipment are presented below:

Equipment	$ 10,237
Total	10,237
Accumulated Depreciation	2,925
Net Property and Equipment	$ 7,312

Depreciation expense recorded by the Organization for the year ended December 31, 2017 was $1,462.

NOTE 3 — DESCRIPTION OF PROGRAM AND SUPPORTING SERVICES

Air Show Event – Includes the cost for education and awareness in aviation through the annual air show event which enables support for charities in Charlotte County and Southwest Florida communities.

General and Administrative – Includes the functions necessary to maintain an adequate working environment; provide coordination of the Organization's mission; secure proper administrative functioning; and manage the financial and budgeting responsibilities of the Organization.

Fundraising – Provides the structure necessary to encourage and secure private financial support from individuals, foundations, and corporations.

NOTE 4 — CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Organization to credit risk include cash and cash equivalents. The Organization attempts to prudently manage cash and cash equivalents by depositing them in high quality financial institutions. None of the deposits at these financial institutions exceeded the $250,000 insurance provided through the Federal Deposit Insurance Corporation as of December 31, 2017.

NOTE 5 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through May 31, 2018, the date the financial statements were available to be issued. No material subsequent events have occurred since December 31, 2017 that require recognition or disclosure in the accompanying financial statements.

Post Event Documentation October 2018

1. Document all EDP funded expenditures. Provide original receipts for all *EDP funded* expenses. Provide copies of signed contracts if applicable. The VCB will make copies and return the originals to you. County Departmental services: Fire EMS, Busses, Permit fee, VCB Social Media. In-kind receipts provided by County

2. Provide evidence of local partnerships, if applicable.
   FAIS partnered with 23 local Not-for-Profit civic groups help provide an all-volunteer workforce of over 300 people. These volunteers performed tasks such as parking, concessions, setting up over 2000 chairs, and picking up trash. The Air Show could not happen without these civic minded people from Boy Scouts to Service clubs. (List attached) Air Show proceeds are distributed to these groups and the Charites they support.
   FAIS appreciates the support my many local sponsors, list attached.

3. Provide attendance estimates and the process used to determine attendance numbers, e.g.: ticket sales, aerial photos, law enforcement estimates, etc. Estimated 21K, ticket and sponsorship packages

3. Attach documentation of all relevant media coverage.
   Because of the excitement the Air Show brings to SW Florida we enjoy extensive Media coverage, all networks in Ft Myers and Sarasota provided coverage with Fox 4 and WBBH 2 TV hosting live on site morning news coverage even reporting from the control tower!. I Hart, Fox radio, WENG/WFLN and Beasley broadcasting all provided on air interviews. Print coverage in Sun, News Press, Naples Herald and Sarasota Herald front page above fold!
   Excel spreadsheet list of all Media buys attached. Include:

Print: Charlotte Sun, Florida Weekly, Ft Myers News press (regional) Sunseeker Allegiant in-Flight Magazine (national)

Radio: I Hart stations, Beasley Broadcasting (regional)

TV: Fox Ft Myers (regional)

Social Media (local to International)

Web Site (local to International)

Circulation or audience reach: SW Florida and Beyond

Geographic coverage of each advertising placement – local, regional, and national as evidenced by ticket sales area report attached. According to the VCB sponsored Economic Impact Study of Air Show 2017 "Of the 35,000 people who attended the 2017 Florida International Air Show, 26.5% were Charlotte County residents, 63.3% were day-trippers, and some 10.2% were overnight visitors"
"The typical overnight visitor party had a median party size of 2.0 people and spent a median of 3.0 nights in the greater Charlotte Area"

5. Provide a general overview of the event to include:

Elements of the event that were most successful: Enjoyable Air Show with lots of community involvement

Changes that would make the event more successful:

Need Military presence, according to the International Council of Air Shows survey most attendees attracted to Military jet teams or demonstration. 2019 will have return of USAF Thunderbirds, historically the Air Show attendance doubles. Request for future Military teams have been applied through 2021, this is critical as Jet team's look at potential Air Shows two years out. Present plans are focused on Air Show 2021 which will be the 40th anniversary of the Florida International Air Show.

Any factors impacting the event either positively or negatively (weather, etc.)

*Largest challenge was parking. Many arrived late and turned away at long lines. We have a new Director of Parking and working with professional Parking management service.

Having moved the Air Show from March to fall has provide nice weather and helps the local economy by attracting out of area visitors during the "shoulder season" hotels note the increased bookings. This also helps the Air Show with lower cost of hotel rooms for the performers and static display aircraft pilots. The Air Show brings in many out of area specialty vendors and displays. These range from T-Shirts and trinkets to a national Vacation club from Orlando and RV dealer form Ft Myers who actually sold two high end Air Stream trailers at the Air Show!

6. Provide estimate of, and method used to determine room night generation.

Based on VBC sponsored Visitors Economic Impact Study the 2017 Air Show produced 2800 room nights with 35K attendees. Note 2017 attendance was up because of F-35. Lack of Military reduced to 21K attendees thus 40 % less so estimated 1680 room nights.

2018 Sponsors & Exhibitors

2/26/2019 17:42

Sponsor Level	Company Name
Presenter	Seminole Casino
Presenter	Char Co Board of Co Commissioners
Presenter	Char Co Airport Authority
Eagle	Allegiant/SunSeeker Resort
Eagle	Ajax Paving
Eagle	Air Trek
Eagle	Sun Media Group
Eagle	Herald Tribune Media Group
Eagle	Waste Management
Falcon	Dex Imaging
Falcon	Facet Analytical
Falcon	Lamar Airport Advertising
Falcon	Cheney Bros
Falcon	Truly Nolen
Falcon	Western Michigan University
Falcon	Beasley Media Group
Falcon	APG Avionics
Falcon	Peace River Distributing
Chalet	Centennial Bank
Chalet	Wright Construction
Chalet	*Dex Imaging (see Falcon)*
Chalet	Farr Law Firm
Chalet	Owen-Ames-Kimball Company
Chalet	*Facet Analytical (see Falcon)*
Chalet	Wharton-Smith
Chalet	ABC Supply
Chalet	ROI Media
Chalet x 2	*Air Trek (see Eagle)*
Chalet	*Ajax (see Eagle)*
Chalet	*Sun Media (see Eagle)*
Chalet	*Waste Management (See Eagle)*
Hawk	WSNN-TV
Hawk	McDonough Plumbing
Flightline	Buffalo Graffix
Flightline	Everything Punta Gorda
Flightline	SunTrust
Flightline	Wings to Rails LLC
Flightline	D'Vines Wine & Gift Emporium
Flightline	Beautiful Boundaries
Flightline	Fiorini Broadcasting
Flightline	Springhill Suites
Flightline	On Grade Contracting
Flightline	The Parrot Entertainment Magazine
Flightline	Pottery Express
T-Shirt Sponsor	Bayfront Hospital
Friends (Gold)	Gerling Law Group
Friends (Platinum)	IVA Environmental
Friends (Platinum)	StealthTech
Friends (Silver)	Douglass Winthrop Advisors
Friends (Gold)	Days Inn of Port Charlotte
Friends (Platinum)	Topps Fence
Friends (Gold)	Celtic Ray Irish Pub
Friends (Platinum)	Thomspons A/c & Shenanigans Pub
Friends (Silver)	Miller Surveying
Friends (Gold)	Jesus Aceredo
Gold Shuttle	Re/Max Harbor Realty - D. Wanroy
Gold Shuttle	Re/Max Harbor Realty - M. Lilly
Gold Shuttle	Walker Realty Group - L. Walker
Golf Cart Sponsor	Re/Max Anchor - A. Rovegno
Golf Cart Sponsor	
Golf Cart Sponsor	
Golf Cart Sponsor	

Non-Sponsor Agreements

Commercial	Take A Break (ADC Group)
Commercial	North Trail RV Center
Commercial	Macy's
Commercial	Gecko Brands
Commercial	Ingman Marine
Commercial	Full Throttle Interiors
Commercial	Hooters of Port Charlotte
Commercial	Unique Product Sales
Commercial	Wood Art USA
Exhibit	L & M Cart Leasing, LLC
Exhibit	Florida Tracks & Trails
Exhibit	Bert's Black Widow Harley-Davidson

2018 Online Ticket Sales by Zip Code

Zip Code	City	State
50259	50259	
7310	Bad Ragaz	
EH48	Bathgate	
13053	Berlin	
G69 6	Glasgow	
65375	Hallgarten	
36088	Huenfeld	
NG20	Nottingham	
77220	Tournan En Brie	
NE28	Wallsend	
99712	Fairbanks	AK
33991	Cape Coral	AL
85225	Chandler	AZ
92656	Aliso Viejo	CA
96338	Apo Ap	CA
91201	Glendale	CA
91730	Rancho Cucamonga	CA
80602	Thornton	CO
06824	Fairfield	CT
19963	Milford	DE
33715	786	FL
32701	Altamonte Springs	FL
33920	Alva	FL
32703	Apopka	FL
34266	Arcadia	FL
34269	Arcadia	FL
33823	Auburndale	FL
34142	Ave Maria	FL
33180	Aventura	FL
33830	Bartow	FL
33486	Boca Raton	FL
33922	Bokeelia	FL
34135	Bonita Spgs	FL
34135	Bonita Springs	FL
34134	Bonita Springs	FL
34136	Bonita Springs	FL
33834	Bowling Green	FL
34203	Bradenton	FL
34208	Bradenton	FL
34209	Bradenton	FL
34211	Bradenton	FL
34202	Bradenton	FL
34212	Bradenton	FL
34207	Bradenton	FL

33914	Cape Coral	FL
33990	Cape Coral	FL
33904	Cape Coral	FL
33909	Cape Coral	FL
33993	Cape Coral	FL
33991	Cape Coral	FL
33915	Cape Coral	FL
33909	Cape Xoral	FL
33756	Clearwater	FL
33763	Clearwater	FL
33764	Clearwater	FL
33761	Clearwater	FL
33760	Clearwater	FL
34714	Clermont	FL
33440	Clewiston	FL
33330	Cooper City	FL
33483	Delray Beach	FL
34224	Englewood	FL
34223	Englewood	FL
33947	Englewood	FL
33928	Estero	FL
33913	Fort Myers	FL
33905	Fort Myers	FL
33907	Fort Myers	FL
33908	Fort Myers	FL
33912	Fort Myers	FL
33919	Fort Myers	FL
33967	Fort Myers	FL
33966	Fort Myers	FL
33901	Fort Myers	FL
33906	Fort Myers	FL
33916	Fort Myers	FL
33931	Fort Myers	FL
33931	Fort Myers Beach	FL
33967	Ft Myers	FL
33908	Ft Myers	FL
33905	Ft Myers	FL
33919	Ft Myers	FL
33901	Ft Myers	FL
33966	Ft Myers	FL
33913	Ft Myers	FL
33917	Ft Myers	FL
33912	Ft Myers	FL
33931	Ft Myers Beach	FL
33908	Ft. Myers	FL
33905	Ft. Myers	FL
33901	Ft. Myers	FL

33966	Ft. Myers	FL
33913	Ft. Myers	FL
32606	Gainesville	FL
33463	Greenacres	FL
33707	Gulfport	FL
34607	Hernando Beach	FL
33015	Hialeah	FL
32643	High Springs	FL
34446	Homosassa	FL
34293	Hoover	FL
34737	Howey In The Hills	FL
34143	Immokalee	FL
32202	Jacksonville	FL
34758	Kissimmee	FL
34746	Kissimmee	FL
34741	Kissimmee	FL
33935	Labelle	FL
33406	Lake Clarke Shores	FL
34269	Lake Suzy	FL
33859	Lake Wales	FL
33463	Lake Worth	FL
33811	Lakeland	FL
33805	Lakeland	FL
34202	Lakewood Ranch	FL
34202	Lakewood Ranch, Fl 342	FL
33462	Lantana	FL
33777	Largo	FL
33774	Largo	FL
33973	Lehigh	FL
33974	Lehigh Acres	FL
33971	Lehigh Acres	FL
33972	Lehigh Acres	FL
33936	Lehigh Acres	FL
33976	Lehigh Acres	FL
33973	Lehigh Acres	FL
33971	Leigh Acres	FL
33547	Lithia	FL
34228	Longboat Key	FL
32779	Longwood	FL
33558	Lutz	FL
33169	Mami	FL
34145	Marco Island	FL
32940	Melbourne	FL
32901	Melbourne	FL
33146	Miami	FL
33190	Miami	FL
33125	Miami	FL

33187	Miami	FL
33016	Miami Lakes	FL
33166	Miami Springs	FL
33027	Miramar	FL
33029	Miramar	FL
33913	Miromar Lakes	FL
33903	N Fort Myers	FL
33903	N Fort Myers,	FL
33903	N Ft Myers	FL
33903	N. Fort Myers	FL
33917	N. Ft. Myers	FL
33917	N.ft.myers	FL
34120	Naples	FL
34119	Naples	FL
34116	Naples	FL
34105	Naples	FL
34104	Naples	FL
34108	Naples	FL
34113	Naples	FL
34117	Naples	FL
34109	Naples	FL
34103	Naples	FL
34110	Naples	FL
34112	Naples	FL
34114	Naples	FL
34117	Naples34117	FL
34117	Naplez	FL
34652	New Port Richey	FL
34655	New Port Richey	FL
34653	New Port Richey	FL
34275	Nokomis	FL
33903	North Fort Myers	FL
33917	North Fort Myers	FL
33903	North Ft. Myers	FL
33181	North Miami	FL
34286	North Port	FL
34288	North Port	FL
34287	North Port	FL
34291	North Port	FL
34290	North Port	FL
34289	North Port	FL
34237	North Port	FL
34677	Oldsmar	FL
32806	Orlando	FL
32827	Orlando	FL
32809	Orlando	FL
34229	Osprey	FL

34685	Palm Harbor	FL
34221	Palmetto	FL
07054	Parsippany	FL
33029	Pembroke Pines	FL
33945	Pineland	FL
33946	Placida	FL
33566	Plant City	FL
33952	Port Charlotte	FL
33948	Port Charlotte	FL
33981	Port Charlotte	FL
33954	Port Charlotte	FL
33953	Port Charlotte	FL
33980	Port Charlotte	FL
33949	Port Charlotte	FL
33938	Port Charlotte	FL
33981	Pt Charlotte	FL
33980	Pt Charlotte	FL
33950	Punta Gorda	FL
33983	Punta Gorda	FL
33955	Punta Gorda	FL
33982	Punta Gorda	FL
33980	Punta Gorda	FL
33951	Punta Gorda	FL
33950	Punta Gotda	FL
33579	Riverview	FL
33578	Riverview	FL
33947	Rotonda Wesr	FL
33947	Rotonda West	FL
33701	Saint Petersburg	FL
32771	Sanford	FL
33957	Sanibel	FL
33908	Sannibel	FL
34243	Sarasota	FL
34238	Sarasota	FL
34231	Sarasota	FL
34235	Sarasota	FL
34232	Sarasota	FL
34240	Sarasota	FL
34241	Sarasota	FL
34239	Sarasota	FL
34236	Sarasota	FL
34234	Sarasota	FL
34276	Sarasota	FL
34242	Sarasota	FL
33875	Sebring	FL
33870	Sebring	FL
33956	St James City	FL

33716	St Petersburg	FL
33705	St. Petersburg	FL
34997	Stuart	FL
33618	Tampa	FL
33679	Tampa	FL
33596	Valrico	FL
33594	Valrico	FL
34293	Venice	FL
34292	Venice	FL
34285	Venice	FL
34293	Venics	FL
32963	Vero Beach	FL
32966	Vero Beach	FL
33873	Wauchula	FL
33417	West Palm Beach	FL
34786	Windermere	FL
27127	Winston-salem	FL
33884	Winter Haven	FL
32792	Winter Park	FL
32708	Winter Springs	FL
30144	Kennesaw	GA
30076	Roswell	GA
52340	Tiffin	IA
60002	Antioch	IL
60611	Chicago	IL
62034	Glen Carbon	IL
62549	Mt. Zion	IL
60462	Orland Park	IL
60585	Plainfield	IL
60173	Schaumburg	IL
60175	St Charles	IL
60174	St. Charles	IL
61489	Williamsfield	IL
46032	Carmel	IN
46236	Indianapolis	IN
46219	Indianapolis	IN
46226	Lawrence	IN
47250	Madison	IN
47394	Winchester	IN
66061	Olathe	KS
40511	Lexington	KY
01913	Amesbury	MA
02333	East Bridgewater	MA
02719	Fairhaven	MA
02048	Mansfield	MA
02360	Plymouth	MA
01984	Wenham	MA

21793	Walkersville	MD
49424	Holland	MI
49201	Jackson	MI
55319	Clear Lake	MN
55422	Robbinsdale	MN
65619	Brookline Station	MO
65803	Springfield	MO
64152	Weatherby Lake	MO
63304	Weldon Spring	MO
28704	Arden	NC
03104	Manchester	NH
08735	Lavallette	NJ
10465	Bronx	NY
10537	Lake Peekskill	NY
11767	Nesconset	NY
44601	Alliance	OH
43019	Fredericktown	OH
45140	Loveland	OH
74012	Broken Arrow	OK
N2A 4	Kitchener	ON
L0C 1	Seagrave	ON
M5N 1	Toronto	ON
19015	Brookhaven	PA
17331	Hanover	PA
17961	Orwigsburg	PA
19475	Spring With	PA
17776	Waterville	PA
00638	Ciales	PR
H3Z 3	Westmount	QC
02852	North Kingstown	RI
38118	Memphis	TN
38053	Millington	TN
75019	Coppell	TX
24273	Norton	VA
98367	Port Orchard	WA
54235	Sturgeon Bay	WI
26218	French Creek	WV
26408	Mout Clare	WV
26301	Stonewood	WV

2018 Working Charity Distribution

Groups
Amvets Post 312
Animal Welfare League
Apostolic (The) Church of Jesus Christ
Boy Scout Troop 338/Boy Scout Troop 5
Candlelighters of SW FL
CHPHC Parrotheads
CHS Project Graduation, Inc.
Civil Air Patrol
Crossroads Wilderness Inst.
Explorers - CC.Sheriffs
Fraternal Order of Police
Gator Wilderness Camp
GFWC Woman's Club of PC
Harbor Heights-Peace River Rotary
Island Coast HS JROTC
Kiwanis Club of PG Foundation
Lemon Bay Boys Soccer Booster
PCHS Band Boosters
Punta Gorda Rotary
Seminole Air Force Chapter 565 EAA
Southern Tech College*
Special Olympics Florida
Stone Crabs Booster Club
USN Blue Angels - Make A Wish
USNSCC Gulf Eagle Division
Young Life of Char. Co.

Project Expense Transaction Detail Report

12/28/2018 2:17PM

Board of County Commissioners

10/1/2018 through 9/30/2019

Project # s621901 Air Show 2018

Date	Reference	Description	Account #	Materials	Other	Total
Phase #	**20000**	**Public Safety**				
Task #	**906**	**In-Kind Services**				
12/28/2018	□□22□	□r□□□□r□□□□r□□□□□2018	□ 0001□110201□□□□□2□000□		1□□1□8□□□	1□□1□8□□□
	Task Total: 906	**In-Kind Services**		**0.00**	**13,158.59**	**13,158.59**
	Phase Total: 20000	**Public Safety**		**0.00**	**13,158.59**	**13,158.59**
Phase #	**31001**	**Sheriff's**				
Task #	**906**	**In-Kind Services**				
11/□/2018	□01□	□□□□R□□□□□R□□□R□□□□	□ 0001□110201□□□□□2□000□		1□□□□2□□□1	1□□□□2□□□1
	002□2□□□□□R□□ □□□□□□ □ □□□□□□□R□□□□□□		□□□□□□□□02□0□□□11/□/2018			
	Task Total: 906	**In-Kind Services**		**0.00**	**19,462.51**	**19,462.51**
	Phase Total: 31001	**Sheriff's**		**0.00**	**19,462.51**	**19,462.51**
	Project Total: s621901	**Air Show 2018**		**0.00**	**32,621.10**	**32,621.10**
			GRAND TOTAL:	**0.00**	**32,621.10**	**32,621.10**

Florida International Air Show, Inc.
Balance Sheet
As of December 31, 2018

		Dec 31, 18
ASSETS		
Current Assets		
Checking/Savings		
6100 Bank Accounts		
6120 Operating Account	82,586.81	
6122 Debit Card Account	3,529.73	
Total 6100 Bank Accounts		86,116.54
Total Checking/Savings		86,116.54
Accounts Receivable		
6300 Accounts Receivable		
6310 Accounts Receivable	624.88	
Total 6300 Accounts Receivable		624.88
Total Accounts Receivable		624.88
Total Current Assets		86,741.42
Fixed Assets		
6900 Fixed Assets - Equipment		
6935 Sound System	5,278.15	
6939 Tow Bars	571.42	
Total 6900 Fixed Assets - Equipment		5,849.57
Total Fixed Assets		5,849.57
Other Assets		
6600 Prepaid & Deferred Expense		
6690 Prepaid/Deferred Expense	4,900.00	
Total 6600 Prepaid & Deferred Expense		4,900.00
Total Other Assets		4,900.00
TOTAL ASSETS		**97,490.99**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
7100 Accounts Payable		
7110 Accounts Payable	2,900.00	
Total 7100 Accounts Payable		2,900.00
Total Accounts Payable		2,900.00
Other Current Liabilities		
7300 Other Curr Liabilities		
7370 Sales Tax Collected	9.80	
Total 7300 Other Curr Liabilities		9.80
7400 Deferred Revenue		
7401 Deferred Revenue	320.00	
Total 7400 Deferred Revenue		320.00
Total Other Current Liabilities		329.80
Total Current Liabilities		3,229.80
Total Liabilities		3,229.80
Equity		
Retained Earnings		137,163.21
Net Income		-42,902.02

Florida International Air Show, Inc.
Balance Sheet
As of December 31, 2018

	Dec 31, 18
Total Equity	94,261.19
TOTAL LIABILITIES & EQUITY	**97,490.99**

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

				Jan - Dec 18
Ordinary Income/Expense				
Income				
0100 Financial Support				
0100-01 In-Kind Sponsors			148,029.00	
0100-02 In-Kind Retail			500.00	
0100-04 Grants			5,000.00	
0100-06 Government In-Kind			56,823.00	
Total 0100 Financial Support				210,352.00
0300 Special Events				
0302 5k Runs			910.00	
Total 0300 Special Events				910.00
1100 Concessions Income				
1101 Airplane/Helicopter Rides				
1101- 01 Helicopter Rides		2,502.00		
1101-02 Airplane Rides		1,441.00		
Total 1101 Airplane/Helicopter Rides			3,943.00	
1102 Beer, Wine, Liquor Sales				
1102-01 Beer Sales				
1102-01-02 Beer Garden	0.00			
1102-01-21 Flightline Bar #1	5,301.00			
1102-01-22 Flightline Bar #2	3,056.00			
1102-01-26 Flightline Bar #3	2,628.00			
1102-01-27 Food Court Beer	2,160.00			
1102-01-28 Static Beer 1	438.00			
1102-01-29 Static Beer 2	328.00			
Total 1102-01 Beer Sales		13,911.00		
1102-20 Liquor Sales				
1102-20-01 Tiki Bar Liquor	3,579.00			
1102-20-02 Bloody Mary/Mimosas	2,100.00			
1102-20-03 Tervis w/drink	370.00			
1102-20-04 Rum Bucket	97.00			
1102-20-05 Tervis Refill	150.00			
Total 1102-20 Liquor Sales		6,296.00		
Total 1102 Beer, Wine, Liquor Sales			20,207.00	
1103 Commercial Booths			15,935.00	
1108 Miscellaneous Income			60.61	
1109 Photo Area				
1109-01 One-day pass		770.00		
1109-02 Two-day pass		300.00		
Total 1109 Photo Area			1,070.00	
1110 Children's Area			1,000.00	
1111 Beverages				
1111-01 Soda		54.00		
1111-02 Water		18.00		
Total 1111 Beverages			72.00	
1112 Food				
1112-01 Master Concessionnaire				
1112-01-01 MC Management Fee	15,000.00			
1112-01-02 MC Volunteer Payout	0.00			
Total 1112-01 Master Concessionnaire		15,000.00		
1112-02 Specialty Food Vendors		5,450.00		
Total 1112 Food			20,450.00	

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

			Jan - Dec 18	
1113 Merchandise				
1113-00 Undistributed Revenue		0.00		
1113-01 Men's T-shirts		880.00		
1113-02 Ladies Wear		416.00		
1113-03 - Men's Performance		1,920.00		
1113-04 Tervis Tumblers		340.00		
1113-06 Hats		800.00		
1113-20 Prior Year T-shirts		210.00		
Total 1113 Merchandise			4,566.00	
1116 Golf Cart Rentals				
1116-02 Golf Cart Rental		500.00		
Total 1116 Golf Cart Rentals			500.00	
1117 Parking			19,839.50	
1118 Programs			1,772.00	
1120 Friday Night				
1120-04 PG Chamber Party		0.00		
Total 1120 Friday Night			0.00	
1121 ATM Revenue			363.00	
1122 Tips			2.00	
1123 Deposit returned			2,000.00	
1124 Prior Year Revenue			429.00	
Total 1100 Concessions Income				92,209.11
1200 Ticket Sales				
1201 Advance Hard Ticket sales				
1201-01 Advance Local		194.00		
Total 1201 Advance Hard Ticket sales			194.00	
1203 502nd Reserved Seating				
1203-01 Reserved Seating Sat/Su		21,726.10		
1203-02 Reserved Seating Friday		535.00		
Total 1203 502nd Reserved Seating			22,261.10	
1205 General Admission				
1205-01 Gen'l Admission		58,381.00		
1205-02 Discounts				
1205-02-01 Mem Day Discount	144.00			
1205-02-02 July 4th Discount	178.50			
1205-02-03 Labor Day Discount	34.00			
1205-02-04 Valpak Discount	4,282.40			
1205-02-05 Non-profit Discount	1,477.70			
1205-02-06 PGICA Discount	34.00			
Total 1205-02 Discounts		6,150.60		
Total 1205 General Admission			64,531.60	
1206 Prior Year Adjustments			-1,438.09	
1207 Friday Night Admission				
1207-01 Friday Night GA.		245.00		
1207-02 Friday Night (Sponsor)		300.00		
Total 1207 Friday Night Admission			545.00	
1208 President's Club			375.00	
1209 Weekender Pass			1,980.00	
1210 Night & Day Pkg			1,245.00	
1212 Family 4-pack			14,090.00	
1213 Smoking Beer Garden			4,660.00	
1214 Etix Settlement			0.00	

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

			Jan - Dec 18	
Total 1200 Ticket Sales				108,443.61
1300 Sponsors				
1301 Show Presenter			20,000.00	
1302 Misc Retail Sponsor			2,600.00	
1303 Eagle Sponsor			4,000.00	
1304 Falcon Sponsor			7,000.00	
1305 Flight Line Sponsor			2,000.00	
1306 Chalet Income				
1306-01 Chalet Sponsor		24,050.00		
1306-02 Chalet Meals		5,999.92		
1306-05 Chalet Beverages		1,680.00		
1306-06 Chalet Beer		1,944.00		
Total 1306 Chalet Income			33,673.92	
1307 Exhibit Sponsors			750.00	
1308 Friends of the Air Show				
1308-01 Friends - Silver		510.00		
1308-02 Friends - Gold		900.00		
1308-03 Friends - Platinum		1,450.00		
Total 1308 Friends of the Air Show			2,860.00	
1311 Prior Year Sponsor Revenue			2,000.00	
1312 Golf Cart Shuttle Sponsors				
1312-02 Gold Shuttle		1,350.00		
1312-03 Silver Shuttle		250.00		
Total 1312 Golf Cart Shuttle Sponsors			1,600.00	
Total 1300 Sponsors				76,483.92
Total Income				488,398.64
Gross Profit				488,398.64
Expense				
0000-00-00				0.00
2400 Special Events				
2402 5K Runs			5,003.22	
Total 2400 Special Events				5,003.22
2500 Concessions Expense				
2504 Merchandise Sales				
2504-01 T-shirts		5,593.20		
2504-02 Hats		544.00		
Total 2504 Merchandise Sales			6,137.20	
2505 Beer & Wine				
2505-05 Wine		1,500.00		
2505-20 Liquor		4,611.16		
2505-22 Hold for Distribution		0.00		
2505-24 Beer, Wine & Liquor				
2505-24-01 Flightline Bar	1,153.05			
2505-24-02 Tiki Bar	571.90			
2505-24-03 Entrance Bar	279.50			
2505-24-04 Food Court	597.55			
2505-24-05 Satellite North	156.55			
2505-24-06 Satellite South	156.55			
Total 2505-24 Beer, Wine & Liquor		2,915.10		
2505-25 In-kind sponsor		4,500.00		
2505-26 Wine Sales				
2505-26-01 Flightline Bar	141.30			
2505-26-02 Tiki Bar	121.50			
2505-26-03 Entrance Bar	81.90			

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

		Jan - Dec 18	
2505-26-04 Food Court	81.90		
2505-26-05 Satellite Beer North	62.10		
2505-26-06 Satellite Beer South	39.60		
Total 2505-26 Wine Sales		528.30	
Total 2505 Beer & Wine		14,054.56	
2506 Beverages -exlude water		330.31	
2507 Parking			
2507-01 Parking - Bus		1,044.55	
Total 2507 Parking		1,044.55	
2509 Water		750.00	
2510 Other Expense		1,400.00	
2512 Water & Ice		3,200.00	
2513 Programs		10,000.00	
Total 2500 Concessions Expense			36,916.62
2600 Sponsor/Chalet Expense			
2601 Sponsors			
2601-01 Sponsor Food		18,225.00	
2601-02 Sponsor Adult Beverages		2,000.00	
2601-04 Misc Hospitality		1,628.00	
Total 2601 Sponsors		21,853.00	
2602 Chalet Expense			
2602-01 Chalet Food		4,280.00	
2602-03 Chalet Beer		669.70	
Total 2602 Chalet Expense		4,949.70	
Total 2600 Sponsor/Chalet Expense			26,802.70
2700 Performer Expense			
2702 Civilian Performer Fees		63,530.00	
2703 Performer Fuel			
2703-02 Performer Fuel - Avgas		11,560.12	
2703-04 Auto Fuel		1,573.30	
Total 2703 Performer Fuel		13,133.42	
2704 Lodging & Vehicles			
2704-01 Lodging		23,862.82	
2704-02 Vehicle Rental		5,886.21	
2704-04 Travel		427.96	
2704-05 Car Rental Prior Year		2,773.84	
2704-06 Food		869.59	
Total 2704 Lodging & Vehicles		33,820.42	
2705 Professional Srvc Fees		9,200.00	
2707 Performer Show Fuel			
2707-01 Fuel - Wall of Fire		475.94	
2707-02 Smoke Oil		1,645.60	
2707-03 Performer Engine Oil		288.10	
Total 2707 Performer Show Fuel		2,409.64	
2708 Flightline Work		26.03	
2710 Misc Performer Expense		5,000.00	
2711 Fireworks		5,000.00	
Total 2700 Performer Expense			132,119.51
2800 Administrative Expense			
2801 Office Supplies		685.58	
2803 Dues & Memberships		747.00	

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

		Jan - Dec 18	
2804 Legal Fees		3,750.00	
2805 Miscellaneous Expense		139.89	
2806 Postage & Shipping		190.65	
2807 Supplies & Materials		130.97	
2808 Business Licenses		61.25	
2809 Telephone			
2809-01 Telephone	371.46		
2809-02 Telephone Taxes & Fees	70.84		
2809-03 FUS Fund	29.41		
Total 2809 Telephone		471.71	
2810 Credit Card Equip Contract		7.48	
2811 Taxes - Purchases		232.20	
2812 Directors		5,416.89	
2813 Financial Audit		3,500.00	
Total 2800 Administrative Expense			15,333.62
2900 Event Expense			
2901 Event Permit s & Licenses		1,025.00	
2902 Volunteer Meals		5,378.85	
2903 Food & Beverage		297.65	
2904 Wristbands/Tickets			
2904-01 Wristbands	692.24		
2904-02 Tickets	825.00		
Total 2904 Wristbands/Tickets		1,517.24	
2905 Rentals			
2905-01 Golf Cart Rental	7,194.37		
2905-02 Equipment Rental	2,000.00		
2905-03 Radio Rentals	768.25		
2905-04 Office Trailer	910.06		
Total 2905 Rentals		10,872.68	
2909 Sanitation			
2909-01 Refuse Collect/Remov	3,750.00		
2909-02 Port-o-lets	8,916.00		
Total 2909 Sanitation		12,666.00	
2910 Public Safety			
2910-01 Security	25,000.00		
2910-02 Fire & EMS	20,000.00		
2910-03 Transit	10,823.00		
Total 2910 Public Safety		55,823.00	
2911 Insurance		8,659.00	
2912 Music Licenses		773.00	
2913 - Grounds & Maintenance			
2913-01 Red Caps	233.57		
2913-04 Grounds & Parking Lot	18,700.00		
2913-05 Supplies	145.28		
2913-06 Contractors	7,950.00		
Total 2913 - Grounds & Maintenance		27,028.85	
2914 Volunteer T-shirts		109.68	
2915 In-kind offset		0.00	
2916 Taxes			
2916-01 Sales Tax	6,587.68		
2916-02 Sales Tax Prior Year	297.87		
2916-03 FL Pollution Tax	5.08		
2916-04 Fed Spill Tax	0.77		
Total 2916 Taxes		6,891.40	

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

		Jan - Dec 18		
2917 Special Community Programs				
2917-02 Special Events				
2917-02-01 5K Run	0.00			
Total 2917-02 Special Events		0.00		
Total 2917 Special Community Programs			0.00	
2918 Start-up			0.00	
2919 Water - Metered			211.52	
2920 Purchase/Rental Misc				
2920-01 Tables/Tents/Chairs		28,499.39		
2920-02 Equp/supplies purchase		399.73		
Total 2920 Purchase/Rental Misc			28,899.12	
2921 Prior Year Event Expense			-503.15	
2922 Fuel			1,155.62	
2923 Entertainment			350.00	
Total 2900 Event Expense				161,155.46
3100 Advertising & Marketing				
3101 Marketing - Prior Years			-3,034.00	
3102 Printing/Production			1,777.27	
3103 Graphic Design			300.00	
3104 Website			3,574.00	
3105 Media				
3105-01 Social & Digital Media		100.00		
3105-02 Print		56,889.30		
3105-03 Radio		34,712.75		
3105-04 Television		13,569.00		
3105-05 Media Other		2,599.99		
Total 3105 Media			107,871.04	
3106 Non-media Marketing/Misc			8,593.00	
3107 Internet Mktg			2,177.08	
3111 Media events			261.99	
3112 Chamber of Commerce			1,475.00	
3113 Communications			60.00	
Total 3100 Advertising & Marketing				123,055.38
3200 Static Displays				
3205 Static Show Fuel				
3205-01 Static Engine Oil		2,112.00		
Total 3205 Static Show Fuel			2,112.00	
Total 3200 Static Displays				2,112.00
3300 Convention & Meetings				
3301 ICAS				
3301-01 ICAS Registration		3,790.00		
3301-03 Meals		357.15		
Total 3301 ICAS			4,147.15	
3302 Community Events			360.00	
Total 3300 Convention & Meetings				4,507.15
3400 Internet Sales Fees				
3401 Internet refunds			11.69	
3402 Internet Credit Card Fees			2,199.04	
3404 Mobilization				
3404-01 Shipping		10.54		
3404-02 Travel		463.00		
3404-03 Lodging		476.00		

Florida International Air Show, Inc.
Profit & Loss
January through December 2018

	Jan - Dec 18	
3404-04 Prior Yr Mobilization	2,565.01	
3404-05 On Site Support	316.73	
Total 3404 Mobilization		3,831.28
Total 3400 Internet Sales Fees		6,042.01
3600 Charity Distribution		
3601 Working Charities		14,100.00
3602 Other Charities		
3602-01 Make-A-Wish	500.00	
3602-02 Candlelighters	500.00	
Total 3602 Other Charities		1,000.00
Total 3600 Charity Distribution		15,100.00
3700 Banking/Finance		
3702 Bank Fees		50.00
3704 Credit Card Fees		781.40
3705 Merchant Fees		720.05
3706 Finance Charges		5.00
3707 Checks & Deposit Slips		99.64
3708 Fees		34.51
3709 Account Transfers		0.00
Total 3700 Banking/Finance		1,690.60
4010 Depreciation		1,462.39
Total Expense		531,300.66
Net Ordinary Income		-42,902.02
Net Income		**-42,902.02**

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 2.

---

1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approval of the Franchise Agreement with Waste Management.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed. Funding will be provided by sanitation MSBU assessments to be aligned in the budget MSBU process.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
Solid_Waste_Executive_Summary_Final_Edit_5-4-2019.pdf	Solid Waste Executive Summary Final Edit 5.4.19	5/6/2019	Backup Material
Charlotte_County_Franchise_2019.pdf	MWM Exclusive Franchise Agreement 5.7.19	5/7/2019	Backup Material

May 3, 2019
Prepared By Public Works Staff

INTRODUCTION

The Charlotte County Solid Waste Division was directed to conduct negotiations with Waste Management, Inc. to amend the current collections service contract that ends September 30, 2020.

AGREEMENT

- The contract terms - seven (7) years with one (1) three (3) year extension
- Levels of service will stay the same except for bulk item collection:
    - Garbage, yard trimmings and recycling – Once weekly
    - E-waste – up to four (4) items per fiscal year
    - Lead acid batteries, used motor oil and used oil filters
    - Appliances (white goods) - up to four (4) items per fiscal year
    - Tires – Limited up to six (6) tires per fiscal year not to exceed twenty-two inch (22”) in diameter with or without rims
    - Bulky item collection - The County opted for a weekly maximum volume of four (4) yards of bulk material per week per residential unit rather than the current two (2) collections per year with a maximum of 20 cubic yards per year
- The annual adjustment will be based on the U.S. Bureau of Labor & Statistics Garbage and Trash index with a cap of four (4) percent.
- The County agreed, subject to retaining the additional reporting requirements and conditional waivers of mixed loads, to require Waste Management, Inc. conduct biannual load audits to determine the percentage of residential and commercial loads.
- Administrative charges shall be levied against Waste Management, Inc. for failure to meet contractual requirements.
- The requirement for a rate case stipulated in County Ordinance Chapter 4-4: Sanitation Districts will need to sunset September 30, 2020 by the BCC as it is not part of this proposed contract.

The proposed rates for residential collection (do not include disposal fees) effective October 1, 2020 is $226.92 per residential unit per fiscal year ($18.91 per residential unit per month; $4.36 per residential unit per week).

The proposed estimated annual contract value starting October 1, 2020 is $25,769,442 and is broken down as follows: $19,589,619 for residential and $6,179,823 for commercial.

The current contract’s estimated annual value is $19,258,469 and is broken down as follows: $15,062,182 for residential and $4,196,287 for commercial.

CONCLUSION

The proposed contract is an in-depth, comprehensive document that has been fully vetted by the Solid Waste Division, County Attorney's Office, Purchasing Division and County Administration.

Amended and Restated
Exclusive Franchise Agreement
between
Charlotte County, Florida
and
Waste Management Inc. of Florida
for
Collection Services

AMENDED AND RESTATED FRANCHISE AGREEMENT FOR COLLECTION SERVICES

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AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT

This Amended and Restated Exclusive Franchise Agreement ("Agreement") is made and entered into this __ day of _____, 2019 by and between Charlotte County, Florida ("County"), a municipal corporation of the State of Florida, and Waste Management Inc. of Florida ("Contractor"), a Florida corporation authorized to do business in the State of Florida.

RECITALS

WHEREAS, the County wishes to continue to use, and the Contractor wishes to continue to provide the Contractor's services for the Collection of certain types of Solid Waste and Recyclable Materials and processing of certain types of Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the County Commission finds that amending and restating the current exclusive franchise of the Contractor, subject to the terms and conditions contained in this Amended and Restated Agreement, is in the public interest and will protect the public health, safety and welfare; and

WHEREAS, the County Commission finds that amending and restating the franchise agreement previously granted to Contractor properly balances (a) the Commission's desire to provide excellent, environmentally-sound Collection Services to the County's residents and businesses, and (b) the Commission's desire to minimize and reasonably allocate the cost of such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree to amend and restate the Franchise Agreement previously entered into by the parties as follows:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

1.1. **Administrator** means the County's contract administrator under this Agreement. The Administrator shall be the County employee that is designated by the County Administrator or his/her designee to be the County's official representative in routine discussions with the Contractor regarding this Agreement.

1.2. **Advertising** means any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

1.3. **Agreement** means this Amended and Restated Exclusive Franchise Agreement between the County and the Contractor.

1.4. **Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Contractor under this Agreement.

1.5. **Automated Collection Service** means the Collection of Garbage and Rubbish in a Garbage Cart and the Collection of Program Recyclables in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

1.6. **Biomedical Waste** means any solid or liquid waste that may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.

1.7. **Bulky Waste** means a large discarded item that (a) is discarded by a Customer as a result of the Customer's normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Cart because of its size, shape or weight. Bulky Waste includes furniture, fixtures, and large pieces of carpet. For the purposes of this Agreement, White Goods and Electronic Equipment are not considered Bulky Waste.

1.8. **Bulky Yard Waste** means large palm fronds, tree limbs, and other pieces of Yard Waste that are too big or too heavy to fit in a Customer-owned garbage container. However, Bulky Yard Waste does not include Land Clearing Debris.

1.9. **Certificate of Occupancy** means a document issued by the County, certifying that a newly constructed or renovated building complies with the County's specifications and is suitable for use.

1.10. **Change in Law** means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or County's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

1.11. **Collection** means the process of picking up the Solid Waste and Program Recyclables that are Set Out by a Customer and then transporting and delivering the Solid Waste and Program Recyclables to a Designated Facility.

1.12. **Collection Containers** mean Garbage Carts, Recycling Carts, and Mechanical Containers.

1.13. **Collection Plan** means the Contractor's written plan for providing Collection Services in compliance with the requirements in this Agreement, as described in Section 23, below.

1.14. **Collection Service** means one or more of the services provided by the Contractor for the Collection of Solid Waste and Program Recyclables pursuant to this Agreement. Collection Service includes Residential Collection Service, Commercial Collection Service, Special Collection Service, and processing of Program Recyclables.

1.15. **Commencement Date** means October 1, 2020, which is the date when the Contractor shall begin providing Collection Services in the Service Area pursuant to this Agreement.

1.16. **Commercial Collection Service** means: (a) the Collection of Commercial Waste from a Commercial Customer; and (b) the Collection of Program Recyclables from a Commercial Customer, when such service is requested by the Commercial Customer.

1.17. **Commercial Customer** means a Person that owns or occupies Commercial Property and receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.

1.18. **Commercial Lawn Care Company** means a Person that provides lawn and garden maintenance services for remuneration. This definition includes a Person that provides landscaping services.

1.19. **Commercial Property** means all real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, service stations, and recreational vehicle parks; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property includes commercially zoned property that is used primarily for residential purposes. Vacant land, not classified as Improved Real Property, shall be deemed Commercial Property.

1.20. **Commercial Waste** means Garbage, Rubbish, and Bulky Waste generated on Commercial Property. Commercial Waste does not include Yard Waste.

1.21. **Commission** means the Charlotte County Board of County Commissioners.

1.22. **Community Events** mean parades, festivals, and other civic events that are sponsored or supported by the County and designated by the Administrator pursuant to Section 36.4, below.

1.23. **Compactor** means a stationary or mobile mechanism that compresses Solid Waste in a Mechanical Container and achieves a minimum compaction ratio of 2.5 to 1.

1.24. **Construction and Demolition Waste** shall have the meaning set forth in Section 403.703, Florida Statutes. In general, Construction and Demolition Waste means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

1.25. **Consumer Price Index** or "CPI" means Garbage and Trash Consumer Price Index series CUUR0000SEHG02 (Garbage and Trash collection services, US City Average, not seasonally adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor) (http://www.economagic.com/em-cgi/data.exe/blscu/CUUR0000SEHG02).

1.26. **Contingency Plan** means the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work.

1.27. **Contractor** means Waste Management Inc. of Florida.

1.28. **County** means, depending on the context, either (a) the unincorporated area contained within the boundaries of the County of Charlotte, Florida, or (b) the government of Charlotte County, acting through the Commission or its designees.

1.29. **County Administrator** means the County Administrator of Charlotte County or his/her designee(s).

1.30. **County Indemnified Parties** mean the County, including its officers, agents, volunteers, or employees while acting within the course and scope of their office or employment.

1.31. **Curbside** means a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside means a location that is adjacent to a roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.

1.32. **Customer** means a Person that uses one or more of the Contractor's Collection Services under this Agreement. A Customer is a Commercial Customer or a Residential Customer.

1.33. **Customer List** means the County's list of the Residential Customers that are entitled to receive Collection Service from the Contractor pursuant to this Agreement. (The Customer List from the County will not include Commercial Customers that are entitled to receive Collection Service from the Contractor pursuant to this Agreement.)

1.34. **Designated Facility** means a facility designated by the County for the Recycling or disposal of the Solid Waste and other materials collected pursuant to this Agreement.

1.35. **Disaster Debris** means debris that is produced or generated by a natural or human event that is declared a disaster by the federal or state government or the County. Disaster Debris includes Yard Waste, Construction and Demolition Waste, and Bulky Waste that is generated by such disaster.

1.36. **Disaster Debris Contract** means the County's contract(s) for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

1.37. **District Manager** means the senior employee that has been designated by the Contractor to serve as the Contractor's primary representative when dealing with the County on matters involving this Agreement.

1.38. **Dwelling Unit** means any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

1.39. **Effective Date** means the date when this Agreement is signed and duly executed by the Commission's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

1.40. **Electronic Equipment** means large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

1.41. **Excess Bulky Waste** means Bulky Waste in excess of the allowable cubic yard amount per Residential Customer stipulated in this Agreement.

1.42. **Excess Bulky Yard Waste** means Bulky Yard Waste in excess of the allowable cubic yard amounts per Residential Customer stipulated in this Agreement.

1.43. **Exempt Waste** means materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.44. **Field Supervisor** means the Contractor's employee that is responsible for directly supervising the Contractor's Collection Services in the County.

1.45. **First Operating Year** means October 1, 2020 through and including September 30, 2021, unless this Agreement is terminated earlier.

1.46. **Force Majeure** means the following events or circumstances, but only to the extent that they delay or preclude the County or Contractor from performing any of its obligations (other than payment obligation) under this Agreement: (a) an act of God, tornado, hurricane, flood, fire, explosion (except those caused by the negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and inclement weather; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; (c) suspension, termination, or interruption of utilities necessary to the Contractor's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and (e) any act, event, or condition, which is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.46 (a) through (d).

1.47. **Garbage** means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

1.48. **Garbage Cart** means a Garbage container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Garbage and Rubbish.

1.49. **Hazardous Material** means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

1.50. **Holiday** means a day when the Contractor does not need to provide Collection Service to Residential Customers. For the purpose of this Agreement, Holidays include Thanksgiving Day, Christmas Day, New Year's Day and Independence Day, unless the County Administrator and the District Manager mutually agree to designate additional days as Holidays.

1.51. **Improved Property** means any cleared, graded, or drained property in the County upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

1.52. **Indemnified Loss** means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, **IN WHOLE OR IN PART,** any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the County Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the County's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

1.53. **Industrial Property** means real property, not classified as Commercial or Residential Property, where a Person is engaged in manufacturing, or processing raw materials, or altering or modifying material for the purpose of producing a usable or finished product, and such Person generates Solid Waste as a by-product of their activities.

1.54. **Interest** means a payment by the County or the Contractor for the use of money, which shall be set at a percentage rate determined pursuant to Section 55.03(1), Florida Statutes.

1.55. **Land Clearing Debris** means the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

1.56. **Legitimate Complaint** means any complaint by a Customer or the County in a case where one or more of the applicable requirements in this Agreement were not satisfactorily performed by the Contractor.

1.57. **Load** means the Solid Waste and other cargo that is transported in one of the Contractor's vehicles.

1.58. **Mechanical Container** means a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Premises with mechanical equipment and used for the Collection of Solid Waste or Program Recyclables. However, Garbage Carts and Recycling Carts are not Mechanical Containers.

1.59. **Missed Collection** means any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in compliance with the requirements in this Agreement.

1.60. **Multifamily Dwelling** means a building with multiple Dwelling Units that are located under one roof. Multifamily Dwellings include apartments, condominiums and mixed-use buildings that contain multiple Dwelling Units.

1.61. **New Customer** means a Person that did not receive service from the County's franchisee before the Commencement Date but is entitled to receive Collection Service from the Contractor.

1.62. **Non-Collection Notice** means a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the Solid Waste or other materials Set Out by the Customer were not collected by the Contractor.

1.63. **Non-Conforming Material** means any material that is Set Out for Collection in a Recycling Container but is not a Recyclable Material.

1.64. **Operating Day** means a calendar day, except Saturdays, Sundays and Holidays, from October 1, 2020 until this Agreement expires or terminates.

1.65. **Operating Month** means each calendar month from October 1, 2020 until this Agreement expires or terminates. However, the last Operating Month shall end on the day when this Agreement expires or terminates.

1.66. **Operating Year** means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on October 1, 2020 and end on September 30, 2021, and the last Operating Year shall end on the day when this Agreement expires or terminates.

1.67. **Ordinances** mean the County's Code of Ordinances and any amendments thereto.

1.68. **OSHA** means the Occupational Safety and Health Act and all implementing regulations.

1.69. **Party** means, depending on the context, either the County or the Contractor.

1.70. **Parties** mean the County and the Contractor.

1.71. **Performance Bond** means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Agreement.

1.72. **Person** means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.

1.73. **Plastic Bag** means a heavy-duty plastic bag, with a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Solid Waste.

1.74. **Premises** means Improved Property.

1.75. **Program Recyclables** mean the Recovered Materials that are acceptable in the County's program as delineated in Exhibit 7, and that are separated from the Solid Waste at the location where they are generated (e.g., Residential Customers) and then Set Out for Collection at that location.

1.76. **Radioactive Waste** means any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

1.77. **Rates** mean the fees and charges approved by the County for the Contractor's Collection Services.

1.78. **Recovered Materials** mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. A Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, Construction and Demolition Waste is not a Recovered Material.

1.79. **Recyclable Materials** mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

1.80. **Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.81. **Recycling Cart** means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Program Recyclables.

1.82. **Recycling Container** means any container approved by the Administrator for the Collection of Recyclable Materials, including and Recycling Carts and Mechanical Containers.

1.83. **Residential Collection Service** means the Collection of Residential Waste from Residential Curbside Customers and Residential Mechanical Container Customers.

1.84. **Residential Curbside Customer** means a Customer that receives Collection Service at Curbside. A Residential Curbside Customer may reside in: (a) a single-family Dwelling Unit; (b) a duplex, triplex, quadruplex, or mobile home; or (c) a Multifamily Dwelling that cannot or should not receive Collection Service with a Mechanical Container, as determined by the Administrator.

1.85. **Residential Customer** means a Person that (a) occupies Residential Property in the Service Area or (b) owns or manages multiple Dwelling Units that are located on one parcel of Residential Property. Residential Customers are Residential Curbside Customers and Residential Mechanical Container Customers.

1.86. **Residential Mechanical Container Customer** means a Customer that receives Collection Service with a Mechanical Container.

1.87. **Residential Property** means each parcel of Improved Property in the Service Area that is used for residential purposes, including single family residences; duplex, triplex, and quadruplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks; mobile homes; condominium units; cooperatives established pursuant to Chapter 719, Florida Statutes; time-share apartments; and leased residential Premises of the classes described above, whether occupied or not. Property used exclusively as a recreational vehicle park, as defined in Section 513.01(10), Florida Statutes, shall be deemed Commercial Property.

1.88. **Residential Waste** means Garbage, Rubbish, Program Recyclables, Yard Waste, and Bulky Waste generated by a Residential Customer upon the Customer's Residential Property.

1.89. **Roll-Off Container** means a large metal container (i.e., typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Solid Waste or Source Separated Recyclable Material, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

1.90. **Rubbish** means waste materials (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property and Commercial Property. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

1.91. **Scheduled Collection Day** means an Operating Day when the Contractor is scheduled to collect a Customer's Program Recyclables or one of the components of the Customer's Solid Waste.

1.92. **Service Area** means the unincorporated area of the County and Gasparilla Island including Boca Grande. The Service Area includes the islands of Gasparilla Island located within Charlotte County and Lee County, and Don Pedro / Knight Island. The City of Punta Gorda and Babcock Ranch (an Independent District) provide their own sanitation services and are not included in the Service Area. (See Section 4 of the Agreement for more details.)

1.93. **Set Out** means the preparation and placement of Solid Waste and Program Recyclables for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

1.94. **Side Door Service** means the Collection of Solid Waste and Program Recyclables from a Residential Curbside Customer's side yard, or other location that is not Curbside.

1.95. **Sludge** means the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

1.96. **Solid Waste** means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Waste, Disaster Debris, Electronic Equipment,

Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.

1.97. **Special Collection Services** mean the Collection of discarded material in response to a Customer's request, at times other than the Customer's Scheduled Collection Day for such material, or in quantities that are greater than the amounts authorized herein for Collection on the Customer's Scheduled Collection Day. Special Collection Service also includes any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similar Customers.

1.98. **Tipping Fee** means a fee that must be paid for the disposal of a Solid Waste or other material.

1.99. **Tires** mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

1.100. **White Goods** mean large discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners) that are generated by a Customer on the Customer's Improved Property where the White Goods are collected.

1.101. **Yard Waste** means vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, branches, and Bulky Yard Waste. Yard Waste does not include Land Clearing Debris.

SECTION 2: CONTRACTOR'S EXCLUSIVE FRANCHISE

2.1 EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Service in the Service Area. More specifically, the Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulky Waste, and Program Recyclables that are generated on Residential Property and collected at Curbside; (b) Garbage, Rubbish, Bulky Waste, and Program Recyclables that are generated on Residential Property (i.e., Multifamily Dwellings) where Garbage and Rubbish are collected in Mechanical Containers; and (c) Garbage, Rubbish, and Bulky Waste generated on Commercial Property. The Contractor shall have the sole right to provide these Collection Services in the County. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

2.2 LIMITATIONS ON THE FRANCHISE

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's exclusive franchise under this Agreement. Among other things, the Contractor's franchise does not include the Collection of Program Recyclables generated on Commercial Property. Section 21, below, identifies some of the other materials that are not subject to the Contractor's franchise.

2.3 ENFORCEMENT OF THE FRANCHISE

The County shall determine, in its sole discretion, the measures the County will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The County also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire on September 30, 2027, unless this Agreement is terminated earlier.

3.2 COUNTY'S OPTION TO RENEW THE FRANCHISE

The Commission shall have the right to renew and extend this Agreement, at the end of the initial term of this Agreement, unless the Contractor gives written notice to the County pursuant to Section 73, below, that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred and sixty (360) calendar days before the end of the then current term of the Agreement. This Agreement may be renewed once for a 3-year duration (renewal term). During the renewal term, the County and the Contractor shall be subject to the conditions and limitations that are contained herein, unless the County and the Contractor agree otherwise.

A renewal of this Agreement must be approved by the Commission. The renewal shall constitute an amendment to this Agreement.

SECTION 4: THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the unincorporated area of the County. The City of Punta Gorda and Babcock Ranch (an Independent Special District) provide their own sanitation services and are not included in the Service Area. The Service Area includes the portion of Gasparilla Island located within Lee County. A general map of the Service Area is provided in Exhibit 1.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted if lands are added to or removed from the Service Area after the Effective Date. In instances where unincorporated areas are annexed by a municipality, the rights of the Contractor will be revised in accordance with Section 171.062, Florida Statutes.

4.3 SERVICE ON ISLANDS

The Contractor shall provide Residential Collection Service at Curbside and Commercial Collection Services on Don Pedro / Knight Island, which requires the use of a ferry to transport the Collection vehicles and equipment. The Contractor shall provide Residential Service at Curbside as well as Commercial Service on Gasparilla Island (inclusive of Boca Grande) located within the Charlotte County boundary and within the Lee County boundary, which is accessed via toll bridge. The Contractor is responsible for paying ferry charges and tolls and invoices the County for reimbursement of ferry and toll expense. The portions of Gasparilla Island located within the boundaries of Lee County are included in the Service Area via inter-local agreement between Charlotte County and Lee County.

SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

The Contractor shall address the following performance requirements and the Contractor shall satisfy these requirements no later than the following deadlines:

(a) On or before July 31, 2020, Contractor shall provide the Administrator with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below. The Contractor also shall provide the Administrator with a Contingency Plan, pursuant to Section 37.4, below.

(b) On or before August 15, 2020, Contractor shall provide Administrator with a written list of areas in the Service Area that may require smaller/different Collection vehicles, or areas that may otherwise cause difficulties in providing Collection Services as required in this Agreement. Contractor and Administrator shall work together to make final determinations on how best to serve Customers in the difficult to serve areas.

(c) On or before September 20, 2020, Contractor shall confirm in writing to the Administrator that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.

(d) On or before September 25, 2020, Contractor shall provide the Administrator with: (1) a list that shows the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle; and (2) a list that shows the identification number and capacity of each Mechanical Container that will be used by the Contractor under this Agreement. On or before September 25, 2020, the Collection Plan shall be updated to include this information, pursuant to Section 23, below.

SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES

AFTER COMMENCEMENT DATE

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

(a) collect and transport all of the Residential Waste, and Commercial Waste generated by Customers in the Service Area;

(b) provide Collection Service for the County's Community Events;

(c) deliver all of the Solid Waste and Program Recyclables it collects pursuant to this Agreement to Designated Facilities;

(d) comply at all times with the requirements in this Agreement and Applicable Law;

(e) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement; and

(f) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments by the County and Customers that are expressly authorized herein.

SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 GENERAL REQUIREMENTS FOR RESIDENTIAL CURBSIDE COLLECTION SERVICE

The Contractor shall provide the following services to each Customer that is entitled to receive Residential Collection Service at Curbside:

7.1.1 Garbage and Rubbish shall be collected at Curbside once each week.

7.1.2 Program Recyclables shall be collected at Curbside once each week. This service shall be provided to a Customer on the same day when the Customer's Garbage is collected.

7.1.3 Yard Waste (not generated by a disaster) shall be collected at Curbside once each week on the same day when the Customer's Garbage is collected. The total volume collected per pick up shall not exceed ten (10) forty-five (45) gallon cans, paper lawn and leaf bags, or bundles.

7.1.4 Lead-acid batteries, used motor oil in one-gallon plastic containers clearly labeled with screw-on caps, used oil filters placed in clear plastic bags, shall be collected at Curbside once each week on the same day when the Customer's Garbage is collected.

7.1.5 A maximum of six (6) car tires or passenger truck tires, including rims, per year.

7.1.6 Bulky Waste and Bulky Yard Waste (not generated by a disaster) shall be collected at Curbside once each week, with a maximum volume of four (4) cubic yards per household per week, on the same day when the Customer's Garbage is collected.

7.1.7 White Goods shall be collected at Curbside a maximum of four (4) items per year per each Residential Curbside Customer, when Residential Curbside Customers call ahead to schedule such Collection. Electronic Equipment shall be collected Curbside a maximum of four (4) items per year, when Residential Curbside Customers call ahead to schedule such Collection.

7.1.8 Subject to the conditions and limitations contained herein, the Contractor shall collect the Garbage, Rubbish, Program Recyclables, Yard Waste, Bulky Waste, Bulky Yard Waste, and other items listed in 7.1.1 through 7.1.7, that is Set Out at Curbside by a Residential Curbside Customer. However, the Administrator shall grant relief from this requirement if the Administrator confirms that a Residential Customer is disposing of Solid Waste generated by a commercial business or enterprise. Further, the Contractor is not obligated by this Agreement to collect Land Clearing Debris.

7.2 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR GARBAGE AND RUBBISH

7.2.1 The Contractor shall use Automated Collection Service and Garbage Carts to collect Garbage and Rubbish from Residential Curbside Customers. The Contractor shall use commercially reasonable efforts to provide Automated Collection Service to all Residential Customers that receive Collection Service at Curbside. However, after consultation with the Contractor, the County will designate areas that should receive manual Collection Service, if any.

7.2.2 If a Residential Curbside Customer receives Automated Collection Service with Garbage Carts, the Contractor shall collect all of the Garbage and Rubbish that the Customer Sets Out at Curbside in Garbage Carts. However, the Contractor is not obligated to collect Garbage and Rubbish that is outside of the Garbage Carts, or in Garbage Cans, Plastic Bags, or paper bags.

7.3 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR PROGRAM RECYCLABLES

7.3.1 The Contractor shall use Automated Collection Service and Recycling Carts to collect Program Recyclables from Residential Curbside Customers. The County will not designate any areas for manual Collection Service unless the Contractor requests such designation and demonstrates that the designation is appropriate.

7.3.2 If a Residential Curbside Customer receives Automated Collection Service with Recycling Carts, the Contractor shall collect all of the Program Recyclables that the Customer Sets Out in Recycling Carts, but the Contractor is not obligated to collect any Program Recyclables that are placed outside of the Customer's Recycling Carts.

7.3.3 At a minimum, the Contractor shall collect all of the Program Recyclables that are listed in Exhibit 7. The Contractor may add materials to the list in Exhibit 7 with prior approval from the Administrator.

7.3.4 The Contractor shall deliver Program Recyclables from Residential Curbside Customers to the Designated Facility as described in Section 19, below.

7.4 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR BULKY WASTE

The Contractor shall collect up to four (4) cubic yards of Bulky Waste (not generated by a disaster) each week that is Set Out at Curbside by Residential Curbside Customers. Notwithstanding the foregoing requirement, the Contractor is not obligated to collect a piece of Bulky Waste that is too large or too heavy to safely load and transport in a clamshell truck. For Bulky Waste in excess of four (4) cubic yards, the Contractor may charge the Customer the Special Collection per cubic yard rate for Excess Bulky Waste as long as the Customer has requested such service, and the Contractor and Customer have agreed to such Special Collection charge.

7.5 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR YARD WASTE

7.5.1 The Contractor shall collect all of the Yard Waste that is Set Out at Curbside by Residential Curbside Customers, including Yard Waste that is either tied in a bundle less than 40 pounds in weight and less than six (6) feet in length, or placed in an acceptable container such as reusable rigid containers, including trash cans; or paper lawn and leaf bags designed and intended specifically for Yard Waste.

7.5.2 The Contractor shall collect any natural Christmas tree that is Set Out at Curbside.

7.5.3 Notwithstanding anything else contained herein, the Contractor is not required to collect Land Clearing Debris.

7.5.4 If the Contractor elects to leave any Yard Waste or Land Clearing Debris at Curbside, the Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 15, below.

7.5.5 The Contractor may collect and combine Yard Waste, Bulky Yard Waste, and Bulky Waste in the same vehicle, provided that the Yard Waste and Bulky Yard Waste can be easily separated from Bulky Waste by the Contractor at the Designated Facility, as these items are to be delivered to separate areas of the Designated Facility.

7.6 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR LEAD ACID BATTERIES, USED MOTOR OIL, OIL FILTERS, TIRES

7.6.1 The Contractor shall collect all of the lead-acid batteries, used motor oil in one-gallon plastic containers clearly labeled with screw-on caps, and used oil filters placed in clear plastic bags, that is Set Out Curbside by Residential Curbside Customers. Such items shall be kept separate from other materials and delivered to the appropriate location at the Designated Facility. If the Contractor elects to leave any such items Curbside, the Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 15, below.

7.6.2 The Contractor shall collect a maximum of six (6) car tires or passenger truck tires, including rims, per year, that are Set Out Curbside by Residential Curbside Customers. If the Contractor elects to leave any such items Curbside, the

Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 15, below.

7.7 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR EXCESS AND OVERSIZED MATERIALS

This Agreement does not require the Contractor to collect certain items of Bulky Waste or Bulky Yard Waste. At its option, however, the Contractor may collect such materials as part of its routine Collection Service for Residential Customers. The Contractor also may collect such materials as a Special Collection Service, pursuant to Section 7.12, below, if the Customer requests such service.

7.8 RESIDENTIAL CURBSIDE COLLECTION SERVICE FOR WHITE GOOD AND ELECTRONIC EQUIPMENT

The Contractor shall collect White Goods and Electronic Equipment that are Set Out Curbside by Residential Curbside Customers in accordance with Section 13 regarding proper handling. If the Contractor elects to leave any such items Curbside, the Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 15, below.

7.9 RESIDENTIAL CURBSIDE SIDE DOOR SERVICE

7.9.1 The Contractor shall provide Side Door Service to a disabled Customer if: (a) the Customer is entitled to receive Residential Curbside Collection Service; (b) the Customer has requested, and the Administrator has approved Side Door Service; and (c) the County has given written notice instructing the Contractor to provide Side Door Service to the disabled Customer. If these criteria are satisfied, Side Door Service shall be provided at no additional cost to the County or Customer. The Customer's Garbage and Rubbish shall be collected at the Customer's side yard, the location that is mutually acceptable to the Contractor and the Customer and visible from the street. However, the Contractor is not required to provide Side Door Service for the collection of Bulky Waste or Yard Waste. The Contractor shall provide Side Door Service to the Customer on the Scheduled Collection Days when Residential Collection Service would otherwise be provided to the Customer. The Administrator shall not approve Side Door Service for any Customer pursuant to this Section 7.9 unless the Administrator receives a form, as provided by County, that has been completed by the Customer's physician confirming that the Customer is physically unable to use the regular Residential Collection Service that is provided at Curbside, and written confirmation from the Customer that there are no able-bodied Persons residing with the Customer.

7.9.2 Residential Curbside Customers that do not meet the requirements of Section 7.9.1 may request Side Door Service as a Special Collection Service, and the Contractor may charge the Customer the associated Rate for such Special Collection Service provided in Exhibit 2.

7.10 RESIDENTIAL MECHANCIAL CONTAINER COLLECTION SERVICE

7.10.1 The Administrator shall have the exclusive authority to determine whether a Residential Customer residing in a Multifamily Dwelling must Set Out its Garbage and Rubbish at Curbside or in a Mechanical Container.

7. 10.2 If a Residential Customer resides in a Multifamily Dwelling and receives Collection Service at Curbside, the Contractor shall serve that Customer in compliance with the provisions in Sections 7.1 through 7.8, above.

7. 10.3 The Contractor shall provide the following services to each Residential Customer that receives Collection Service with a Mechanical Container:

(a) The Contractor shall collect all of the Customer's Garbage and Rubbish at the Customer's Premises at least once each week.

(b) The Contractor shall provide Recycling Carts or Mechanical Containers for the Collection of the Customer's Program Recyclables. The Contractor shall collect all of the Program Recyclables that are placed into the Customer's Recycling Containers. Program Recyclables shall be collected at least once each week. The Contractor shall deliver Program Recyclables from Residential Customers to the Designated Facility as described in Section 19, below.

(c) The Contractor shall provide Bulky Waste Collection for Residential Mechanical Container Customers. The location for placement of Bulky Waste shall be determined between the Contractor and the Customer. If agreement cannot be reached between the Contractor and Customer, the Administrator shall determine the location for Bulky Waste items to be placed for Collection.

(d) The Contractor shall provide Collection Service for Yard Waste that is generated at Residential Mechanical Container Customer locations, including natural Christmas trees. The location for placement of Yard Waste shall be determined between the Contractor and the Customer. If agreement cannot be reached between the Contractor and Customer, the Administrator shall determine the location for Bulky Waste items to be placed for Collection.

(e) Notwithstanding anything else contained herein, the Contractor is not required to collect: (a) any piece of Bulky Waste or Bulky Yard Waste that is too large or heavy to safely load and transport in a clamshell truck; or (2) Land Clearing Debris.

(f) The Contractor shall provide Collection Service for White Goods and Electronic Equipment generated at Residential Mechanical Container Customer locations and Set Out in a manner similar to Residential Curbside Customers described in Section 7.8, and in accordance with Section 13 regarding proper handling. The location for placement of such items shall be determined between the Contractor and the Customer. If agreement cannot be reached between the Contractor and Customer, the Administrator shall determine the location for such items to be placed for Collection.

(g) The Contractor shall provide Collection Service for lead acid batteries, used motor oil, oil filters, and tires that are generated at Residential Mechanical Container Customer locations, and Set Out in a manner similar to Residential Curbside Customers as described in Section 7.6. The location for placement of such items shall be determined between the Contractor and the Customer. If agreement cannot be reached between the Contractor and Customer, the Administrator shall determine the location for such items to be placed for Collection.

(h) If the Contractor elects to not collect any materials from Residential Mechanical Container Customers, the Contractor shall place a Non-Collection Notice on the remaining material, in compliance with Section 15, below.

(i) The Contractor may collect and combine Yard Waste, Bulky Yard Waste, and Bulky Waste in the same vehicle, provided that the Yard Waste and Bulky Yard Waste can be easily separated from Bulky Waste by the Contractor at the Designated Facility, as these items are to be delivered to separate areas of the Designated Facility.

(j) At the Administrator's request, the Contractor shall provide alternate methods of collecting Bulky Waste at Multifamily Dwellings (e.g., Roll-Off Containers) when the Administrator determines that it is appropriate to do so. The Administrator's request for such service shall be made on a case-by-case basis, after receiving the Contractor's comments about the feasibility and appropriateness of using the alternate method. The Contractor also may recommend and implement alternate methods of collecting Bulky Waste at Multifamily Dwellings, subject to the Administrator's approval.

7.11 COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the following Collection Services for Commercial Customers:

7.11.1 Commercial Collection Service with Mechanical Containers – The Contractor shall collect all of the Commercial Waste that is Set Out in a Mechanical Container by a Commercial Customer. This service shall be provided at least once each week, unless the Administrator approves a less frequent schedule.

7.11.2 Commercial Collection Service with Garbage Carts – The Contractor shall collect all of the Commercial Waste that a Commercial Customer Sets Out in a Garbage Cart. This service shall be provided at least once each week, unless the Administrator approves a less frequent schedule for Collection. A Garbage Cart may be used to provide Commercial Collection Service in those cases where a Mechanical Container is too large to fit on the Customer's Premises, too large for the Customer's needs, or otherwise unsuitable. The Administrator shall have the exclusive authority to determine whether a Commercial Customer must use a Mechanical Container or a Garbage Cart.

7.11.3 Commercial Collection Service for Compactor used for Food Waste – Compactors used for Garbage or food waste shall be collected at least once each week.

7.12 SPECIAL COLLECTION SERVICES

The Contractor shall provide Special Collection Service for Garbage, Bulky Waste, and other materials when such services are requested by a Customer or the Administrator. The Special Collection Services shall include all of the services described in Exhibit 4. The frequency of service shall be determined by the Customer and Contractor, subject to the Administrator's approval.

7.13 COLLECTION SERVICES FOR THE COUNTY

The Contractor shall provide Collection Services for the County in compliance with the requirements in Section 36, below.

SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

8.1 The Contractor may provide Collection Service to Residential Customers every day of the year, except Saturdays, Sundays and Holidays. The Contractor shall offer, and upon request shall provide, Collection Services to Commercial Customers every day of the year; however, the Designated Facility for disposal is closed on Sundays and certain Holidays.

8.2 The Contractor shall not provide Residential Collection Service at Curbside before 5:00 a.m. or after 7:00 p.m. The Contractor shall not provide Residential Collection Service with Mechanical Containers before 5:00 a.m. or after 7:00 p.m.

8.3 Before 5:00 a.m. and after 7:00 p.m., Contractor shall not provide Collection Service to Commercial Customers that use Mechanical Containers located within two hundred (200) feet of Residential Property. Contractor may provide Commercial Collection Service at other locations at any reasonable time. If the County receives complaints about the noise or disturbance caused by the Contractor's Commercial Collection Service at a particular location, and such service is provided before 5:00 a.m. or after 7:00 p.m., the Administrator may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.

8.4 Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or reduced (a) when such change is requested by the Contractor and approved in advance by the Administrator and (b) when the Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE

The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. Subject to these considerations, the Contractor shall attempt to ensure that the Contractor's Collection Plan minimizes the changes to the Collection schedules and routes used for Residential Customers before the Commencement Date.

The routes established under this Agreement shall be separate from the routes the Contractor uses for the Collection of Solid Waste and Program Recyclables generated outside of the Service Area (e.g., in another municipality). The Contractor shall submit its proposed Collection routes and schedules to the Administrator as part of the Contractor's Collection Plan. (See Section 23.) The proposed Collection routes and schedules shall be subject to the Administrator's approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved routes and schedules in the Collection Plan.

SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES

10.1 NO CHANGES WITHOUT ADMINISTRATOR'S APPROVAL

After the Commencement Date, the Contractor shall not change a Collection route, a Collection schedule, or the method of providing Collection Service until the Contractor receives the Administrator's written approval for the proposed change. The Contractor shall submit a description of all proposed route and schedule changes to the Administrator at least thirty (30) calendar days prior to the implementation of such changes, unless a shorter timetable is approved by the Administrator.

10.2 HOLIDAY SCHEDULES

10.2.1 The Contractor is not required to provide Collection Service to Customers on a Holiday (e.g., Independence Day, Thanksgiving Day, Christmas Day and New Year's Day).

10.2.2 If a Residential Curbside Customer's Scheduled Collection Day falls on a Holiday, the Contractor shall collect the Customer's Solid Waste and Program Recyclables on the next Operating Day.

10.2.3 Notwithstanding the other provisions in this Section 10.2, the Contractor may propose, and the Administrator may approve alternate schedules for the Collection of Residential Waste immediately before and after a Holiday.

10.3 PUBLIC NOTICE OF CHANGES

If the Administrator approves a change in the Contractor's schedules or routes, the Contractor shall provide all affected Customers with notice of the change and shall comply with the applicable requirements in Section 35, below, unless a different notice is approved by the Administrator.

10.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Administrator about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection schedule and the Contractor shall provide such notice within two (2) hours of the event.

10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the County may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Program Recyclables that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

SECTION 11: ADMINISTRATOR'S AUTHORITY TO CHANGE COLLECTION SERVICES

11.1 If a Customer will receive Collection Service with a Mechanical Container, the Contractor and the Customer initially shall determine the size of the Mechanical Container that will be used. The Contractor and Customer also shall determine the frequency of Collection Service, provided that the frequency complies with the minimum requirements in this Agreement (i.e., at least once each week, unless the Administrator approves less frequent Collection Service).

11.2 For each Customer receiving Collection Service with a Mechanical Container on the Commencement Date, the Contractor shall provide a Mechanical Container that is at least as large as the Mechanical Container used by the Customer before the Commencement Date, unless the Contractor receives the Administrator's prior written approval to use a smaller size.

11.3 The Administrator shall have the right to increase or decrease the frequency of any Collection Service, and the size and number of the Collection Containers used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Collection Container is not overfilled, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days.

11.4 If the Contractor and a Customer cannot agree about the size of the Collection Container or the frequency of Collection Service for the Customer's Premises, the Contractor or the Customer may notify the Administrator about their dispute. In such cases, the Administrator shall determine whether it is necessary to change the frequency of service or the size of the Collection Container, and the Contractor shall provide its service in compliance with the Administrator's determination. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

SECTION 12: THE RESIDENTIAL CUSTOMER LIST

12.1 The County shall prepare a Residential Customer List, which identifies each Residential Customer that is entitled to receive Collection Service from the Contractor pursuant to this Agreement. The Customer List shall, for Residential Customers, be based on the County's Municipal Services Benefit Unit (MSBU) records. No later than August 1, 2020, the Contractor shall review the Customer List and confirm to the Administrator that the list is accurate and complete. If the Contractor believes the Residential Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Administrator about any proposed additions, deletions, or other revisions to the Residential Customer List.

12.2 The Contractor shall have an affirmative duty to help ensure that the Residential Customer List is accurate at all times after the Commencement Date. The Contractor shall notify the Administrator within five (5) Operating Days if the Contractor begins to provide Collection Service to a Person or Dwelling Unit that is not included in the Residential Customer List. The Contractor also shall notify the Administrator within five (5) Operating Days if the Contractor identifies a Person or Dwelling Unit that should be added to or deleted from the Residential Customer List.

12.3 The Administrator shall notify the Contractor promptly after (a) a Certificate of Occupancy is issued by the County for a new Dwelling Unit or Improved Property that should be added to the Customer List and (b) the County determines it is appropriate to provide Collection Service to such Dwelling Unit or Improved Property. After receiving this notification, the Contractor shall begin to provide Residential Collection Service to the Dwelling Unit or Improved Property within two (2) Operating Days.

12.4 The Administrator shall notify the Contractor if the County wants the Contractor to terminate its Collection Service to a Customer. The Contractor shall terminate its Collection Service within two (2) Operating Days after receiving the Administrator's notice. If the Customer is sharing a Mechanical Container with other Customers, the Contractor must allocate its charges to the remaining Customers that will continue to receive Collection Service, and the Contractor shall inform the Administrator about the reallocation of charges.

12.5 The County shall update the Residential Customer List at least once each Operating Month. The County shall adjust the Residential Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings. A new Dwelling Unit or Improved Property shall be deemed to be occupied when a Certificate of Occupancy has been issued and the Administrator requests the Contractor to provide Collection Service to the new Dwelling Unit or Improved Property. At a minimum, the updated Residential Customer List shall identify the changes in occupancy that occurred two (2) months before the list was updated. For example, when the list is updated in July of each Operating Year, the list shall at least reflect the addition of new buildings and the demolition of old buildings in June of the same year.

SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR

13.1 When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them in an upright position to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container blocks vehicular access to a road, alley, or driveway.

13.2 The Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Carts, Recycling Carts, and trash cans that may be used for Yard Waste shall not be tossed or thrown by the Contractor.

13.3 The Contractor shall provide Collection Services with as little noise and disturbance as possible.

13.4 The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Among other

things, the Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection. A Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out; the Contractor is not required to remove such materials from the White Goods before the White Goods are placed in the Contractor's vehicles.

SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS

14.1 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste collected in the Service Area; except Mix Load Waivers will be granted pursuant to Section 14.9 below.

14.2 During the Collection process, the Contractor shall not combine Residential Waste or Commercial Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.

14.3 During the Collection process, Program Recyclables shall be handled separately by the Contractor and shall not be combined with any other type of material, without the Administrator's prior approval. The Contractor shall have no obligation to separate these materials if a Customer placed them in a Collection Container with other types of Solid Waste.

14.4 During the Collection process, Bulky Waste and Yard Waste (including Bulky Yard Waste), may be collected and transported together in the Contractor's Collection vehicles as long as the Contractor can easily separate each type of material for delivery at different locations within the Designated Facility.

14.5 During the Collection process, White Goods and Electronic Equipment may be collected and transported together in the Contractor's Collection vehicles as long as the Contractor can easily separate each type of material for delivery at different locations within the Designated Facility. However, the Contractor shall not combine Bulky Waste, Yard Waste, White Goods, or Electronic Equipment with Garbage, Rubbish, or Program Recyclables.

14.6 During the Collection process, the Contractor shall not combine lead acid batteries, used motor oil, oil filters, and tires with any other Solid Waste or Program Recyclables.

14.7 The Contractor shall not collect Program Recyclables with a vehicle that is used for the Collection of Solid Waste.

14.8 During the Collection process, the Contractor shall not combine Excess Bulky Waste from Residential Customers collected as a Special Collection Service with any other Solid Waste or Program Recyclables.

14.9 Notwithstanding the foregoing, the Administrator may waive any of the restrictions in this Section 14 and thus allow the Contractor to combine different types of Solid Waste, if the Administrator determines that the waiver will be in the public interest. In such cases, the Contractor shall file a petition with the Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Administrator may grant or deny the petition, in his or her sole discretion, but any waiver must be in writing. Mix Load Waivers will be granted provided Contractor agrees to submit to two (2)

annual material source audits, one to be conducted during the summer months (June thru August) and the second during the winter months (January thru March). The results of the yearly mixed load audits will determine the percentage that will be charged to commercial accounts. Failure to perform a required audit will result in suspension of the waiver until the required audit is completed. During the period of suspension, all mixed loads will be considered to be commercial waste.

SECTION 15: NON-COLLECTION PROCEDURES

15.1 The Contractor must take all commercially reasonable measures to collect a Customer's Solid Waste and Program Recyclables in compliance with the requirements in this Agreement. Nonetheless, the Parties recognize that the Contractor may refuse to collect a Customer's materials in some cases. The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's material because the material was not Set Out in compliance with the applicable requirements in this Agreement. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container and fails to collect the materials in the Customer's Collection Container, the Administrator may require the Contractor to return to the Customer's Premises promptly and collect the material. If the Administrator notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of that Operating Day. If the Administrator notifies the Contractor after 12:00 p.m. (noon), the Collection shall be completed before noon on the next Operating Day. The Administrator shall be notified by Contractor of each Non-Collection Notice given to Customers within twenty-four (24) hours of when the Non-Collection Notice is given.

15.2 The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected, and shall notify the Administrator of such Non-Collection Notice within twenty-four (24) hours of when the Non-Collection Notice is given.

15.3 In the event a Mechanical Commercial Container is overfilled and cannot be emptied safely, the Contractor shall: (i) take a digital photograph of the overfilled container in such a manner to present evidence of such overfilling (for purposes of this Section, "overfilling" is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches) and collect all material and leave the area tidy; (ii) Customers will be given one written warning of such overfilling and charged $125.00 for each subsequent overfilling on the Customer's next invoice. The Contractor also shall notify the Customer if the Contractor believes the Contractor should increase the frequency of Collection Service or increase the size of the Mechanical Container provided to the Customer. The Administrator shall be notified by Contractor of each Non-Collection Notice given to Customers within twenty-four (24) hours of when the Non-Collection Notice is given.

15.4 The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is

unknown, the Contractor shall work with the Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner. If the Contractor elects to collect the waste before the Contractor receives the Administrator's approval, the Contractor shall be solely responsible for the management and disposal of the waste, including the payment of all associated costs. The Administrator shall be notified by Contractor of each Non-Collection Notice given to Customers within twenty-four (24) hours of when the Non-Collection Notice is given.

15.5 If a Mechanical Container is temporarily inaccessible, the Contractor shall promptly (i.e., within two (2) hours) notify the Customer by telephone concerning the Contractor's inability to provide Collection Service. The Contractor shall offer to provide Collection Service later the same Operating Day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day. The Administrator shall be notified by Contractor of each Non-Collection Notice given to Customers within twenty-four (24) hours of when the Non-Collection Notice is given.

15.6 The Contractor shall notify the Administrator about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Administrator if a Residential Customer routinely places: (a) Garbage-filled Plastic Bags outside of their Garbage Cart; or (b) Solid Waste from a business or commercial enterprise at Curbside.

15.7 The design and content of the Non-Collection Notices shall be developed by the Contractor but shall be subject to the approval of the Administrator. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

15.8 The Contractor shall take all commercially reasonable measures to collect a Customer's Solid Waste, even if some inappropriate material is comingled with it. For example, if a Residential Customer places Bulky Waste or Yard Trash at the Curbside, but also places a Plastic Bag filled with Garbage on top of the Bulky Waste or Yard Trash, the Contractor shall set aside the Plastic Bag and collect the other materials. However, if a Customer has comingled Garbage with Yard Waste or Bulky Waste to such an extent that it is not practicable to remove the Garbage from the other materials, the Contractor shall place a Non-Collection Notice on the materials and promptly notify the Administrator concerning the location of the combined materials. If the Contractor fails to leave a non-Collection Notice and notify the Administrator, the Contractor may be required to collect the pile of combined materials pursuant to Section 15.1, above.

SECTION 16: PROCEDURES FOR MISSED COLLECTIONS

Whenever the Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste, Commercial Waste, or Program Recyclables (as the case may be) that has been Set Out for Collection. The Contractor shall collect such materials before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after noon, the Collection of such materials shall be completed before noon on the next Operating Day.

SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

17.1 The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when necessary to provide Collection Service (e.g., Side Door Service) pursuant to this Agreement. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.

17.2 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.

17.3 The Contractor shall not damage trees in the County. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a clamshell bucket), assuming customer has properly followed set out procedures.

17.4 The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.

17.5 The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public or private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.

17.6 The Contractor shall be responsible for all costs and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, subcontractors, or agents, to the extent that such damage was caused by or results from the actions of the Contractor, its employees, subcontractors, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Administrator and Customer before the end of that day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Administrator and Customer before noon on the next Operating Day. The County shall have the right, but not the obligation, to perform or arrange for a third party to perform the repair and restoration work, and then deduct the cost of the work from the County's payments to the Contractor. If the County wishes to exercise this right, the Administrator must provide notice to the Contractor within one (1) Operating Day after the Administrator receives the Contractor's response concerning the property damage. If the Administrator does not provide such notice, the Contractor shall repair any damage within three (3) Operating Days after the damage occurred, unless the Contractor requests and the Administrator grants an extension of time. If the Contractor fails to complete the repair or restoration work in compliance with the timetable specified herein, the County may perform or arrange for a third party to perform the work and then deduct the cost of the work from the

County's payments to the Contractor. In all cases, the public or private property shall be restored to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator.

SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

18.1 Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the County.

18.2 The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited. Prior to the Commencement Date, the Contractor shall work with the Administrator to identify areas where smaller trucks may be necessary.

18.3 The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.

18.4 Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left unattended on streets or alleys.

18.5 The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the County is repairing such areas, or the County otherwise determines it is in the public's best interest to restrict access. The County shall provide the Contractor with reasonable notice of such restrictions so that the County's action does not unduly interfere with the Contractor's normal operations.

18.6 If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.

18.7 If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Administrator.

18.8 If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Administrator and the Administrator shall resolve the problem. The Administrator may require the Contractor and the Customer to take such actions as the Administrator deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

SECTION 19: THE COUNTY'S DESIGNATED FACILITIES

19.1 The Contractor shall deliver all of the Residential Waste, Commercial Waste, and Program Recyclables, collected pursuant to this Agreement to Designated Facilities. The County shall have the right to select a new Designated Facility for the disposal of any of the foregoing materials collected by the Contractor pursuant to this Agreement.

19.2 The Designated Facility for Garbage and Rubbish, Bulky Waste, Yard Waste, Bulky Yard Waste, used oil, oil filters, lead acid batteries, tires, White Goods and Electronic Equipment shall be the Zemel Road Landfill located at 29751 Zemel Road, Punta Gorda, Florida, 33955. Each type of material shall be delivered to the designated area of the Designated Facility as specified by the Administrator, or Zemel Road Landfill staff.

19.3 If the County selects a new Designated Facility to replace the facility designated in Section 19.1, the Contractor shall continue to be paid the Rates approved herein, unless the Designated Facility is located more than twenty-five (25) miles (measured in a straight line) from the previous Designated Facility. If the new Designated Facility is located beyond this distance, the County and the Contractor shall negotiate an appropriate adjustment in the Rates and, thereafter, the Contractor shall be paid the adjusted Rates when the Contractor delivers Solid Waste to the new Designated Facility. The adjustment shall be limited to the amount that the Contractor's transportation costs have increased as a result of having to transport the Solid Waste more than twenty-five (25) miles to the new Designated Facility. For example, if the Designated Facility is located thirty (30) miles from the previously Designated Facility, the adjustment shall be based on the incremental cost of transporting the Solid Waste an additional five (5) miles. If the County and the Contractor are unable to negotiate a mutually acceptable adjustment in the Rates within ninety (90) days of the County's notice that it has selected a new Designated Facility, the County may terminate this Agreement after giving at least ninety (90) days' written notice. If the County instructs the Contractor to deliver Solid Waste to a Designated Facility that is located more than twenty-five (25) miles from the previously Designated Facility, and the County requires such deliveries to be made before the County and the Contractor have negotiated and approved a mutually acceptable adjustment to the Rates, the County shall pay the Contractor for the additional transportation costs the Contractor incurs when delivering such materials to the new Designated Facility. The County's obligation to pay such costs only applies to the extent that the transportation costs are reasonable, fully documented by the Contractor, and limited to the amount that the Contractor's transportation costs increase as a result of having to transport Solid Waste more than twenty-five (25) miles to the new Designated Facility. If the new Designated Facility is located twenty-five (25) miles or less from the previously Designated Facility, there shall be no increase in the Rates paid by the County.

19.4 The Designated Materials Recovery Facility for Program Recyclables is Single Stream Recyclers, LLC, 3901 N. Orange Avenue, Sarasota, Florida 34234. All of the Program Recyclables collected pursuant to this Agreement shall be delivered to the Designated Materials Recovery Facility (MRF) for processing. If Contractor desires to change the Designated Materials Recovery Facility, such change must be approved by the County; provided, however, that at any time during the term of the Agreement, the County may elect to secure its own processing capacity through a separate agreement. If the County elects to secure its own processing capacity, the Contractor will be required to deliver Program Recyclables to the MRF then designated by the County. All of the Source Separated Recyclable Materials collected by the Contractor from Commercial Customers, shall be delivered by the Contractor to a fully licensed

and permitted Materials Recovery Facility or Recovered Materials processing facility where such materials will be Recycled. However, these Source Separated Recyclable Materials from Commercial Customers do not have to be delivered to a Designated Facility.

19.5 The County shall have the right to select a new Designated Facility for the Recycling of Program Recyclables collected by the Contractor pursuant to this Agreement. If the County selects a new Designated Facility to replace the facility designated in Section 19.4, the Rates paid to Contractor shall be adjusted up or down to account for the difference in miles traveled to transport Program Recyclables based on the difference in miles traveled for transport to the previously Designated Facility compared to the miles traveled to the new Designated Facility. The adjustment shall be based upon the Cost-per-Ton-Mile included in the Rates for such services included in Exhibit 2 and shall be limited to the amount that the Contractor's transportation costs have increased or decreased as a result of a change in mileage having to transport the Program Recyclables the new Designated Facility.

SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR

20.1 Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.

20.2 Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.

20.3 When hauling or transporting any material over public roads in the County, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately stop and pick up such material.

20.4 Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.

20.5 The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any damage associated with such leaks or spills. The Contractor shall repave the damaged area if the Administrator concludes such action is necessary to repair the damage caused by the Contractor. The requirements in Section 17.6 shall apply to the Contractor's actions under this Section 20.5.

20.6 If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

SECTION 21: EXEMPT WASTES AND RECOVERED MATERIALS

21.1 The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any facility that is licensed to receive such materials. This Section 21 does not prohibit the Contractor from collecting Exempt Waste, provided that the Contractor complies with all Applicable Law when collecting such material.

(a) Land Clearing Debris.

(b) Yard Waste generated by a Commercial Lawn Care Company that exceeds Section 7.1.6 above.

(c) Roofing materials generated, collected, and transported by a roofing company.

(d) Recovered Materials that are generated on Commercial Property and source separated by the generator on the generator's Commercial Property.

(e) Program Recyclables that are generated by a Commercial Customer and separated from the Solid Waste by the Commercial Customer.

(f) Excavated fill and earthen material.

(g) Solid Waste and by-products generated from an industrial process.

(h) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) Animal bedding, animal wastes, and other trash and materials resulting from farming, equestrian, or agricultural operations.

(j) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires, and lead-acid batteries.

(k) Boats, boat motors, and boat trailers.

(l) Disaster Debris.

(m) Hazardous Material, Biomedical Waste, and Radioactive Waste.

(n) Sludge.

(o) Materials and wastes similar to those listed above, when designated by the Administrator.

21.2 Pursuant to Section 403.7046(3), Florida Statutes, nothing in this Agreement requires a commercial establishment to sell or convey its source separated Recovered Materials to the County or a facility designated by the County. Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's source separated

Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM

22.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Administrator for informational purposes. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the County's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

22.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

22.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Administrator upon request.

22.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.

22.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their cellular telephones while they are driving a Collection vehicle that is moving.

22.6 The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance as a result of the acts or omissions of the Contractor.

22.7 Contractor shall update its safety plan whenever there are changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Administrator with the Contractor's annual report, pursuant to Section 34.4, below.

SECTION 23: THE CONTRACTOR'S COLLECTION PLAN

23.1 The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, which will identify the Operating Days when Collection Service will be provided on each route, the starting and ending points for each route, and the type of Collection Service that will be provided on each route on each Scheduled Collection Day. The Collection Plan shall include the information required pursuant to Section 28.5.2, below.

23.2 The Collection Plan shall identify the vehicle numbers associated with each vehicle collecting each material type, by Customer type (e.g. Residential Curbside Customer, Residential Mechanical Container Customer, and Commercial Customers), for each type of Collection Service (e.g. Garbage, Program Recyclables, Bulky Waste, Yard Waste, Excess Bulky Waste, etc.). Any changes made in which vehicles are providing each Collection Service shall be reported to the Administrator within two (2) hours of the change.

23.3 The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement. The distance to the Designated Facility for Program Recyclables shall be determined by the Contractor and approved by the Administrator prior to the Commencement Date.

23.4 The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the County is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material is collected from a Person that is not a Customer under this Agreement.

23.5 If requested by the Administrator, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.

23.6 The Collection Plan shall identify the mechanism by which the Contractor will track and provide the Administrator with certain Customer data, such as set out rates, and other metrics agreed upon by the Contractor and Administrator as part of the Transition Plan.

23.7 An updated Collection Plan shall be submitted to the Administrator whenever the Contractor changes the plan.

23.8 On or before September 20, 2020, the Collection Plan shall be updated to include all of the information required pursuant to Section 5 above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or permanently removes vehicles or Mechanical Containers from service in the County.

23.9 The Collection Plan and all revisions to the plan are subject to the Administrator's prior written approval.

SECTION 24: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

For the purposes of this Agreement, Solid Waste belongs to the Person generating such waste, until the Solid Waste is discarded by that Person (i.e., the generator). With regard to the Solid Waste collected by the Contractor under this Agreement, title to such waste shall pass to the County when the waste is collected by the Contractor. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste shall pass to the owner of the Designated Facility.

Program Recyclables shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects Program Recyclables on behalf of the County, title to such materials shall pass to the County when the materials are collected. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of the Program Recyclables until such materials are delivered to and accepted at a Designated Facility. Upon acceptance, title to the Program Recyclables shall pass to the owner of the Designated Facility.

Notwithstanding anything else contained herein, with regard to the Solid Waste and Program Recyclables collected by the Contractor pursuant to this Agreement, the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any such material without the prior written approval of the Administrator.

SECTION 25: COMPACTION OF RECYCLABLE MATERIALS

The Contractor may compact Program Recyclables while they are on board the Contractor's vehicles, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Program Recyclables. If the compaction process or density adversely affects the marketability of the Program Recyclables, as determined by the Administrator, the maximum allowable density may be reduced by the Administrator. There shall be no adjustment to the Rate if the Administrator exercises the right to reduce the maximum allowable density.

SECTION 26: SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements established in this Section 26 shall be followed by the Customers on and after October 1, 2020. However, the Contractor shall collect a Customer's Solid Waste and Program Recyclables, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless (a) the Administrator concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 15, above. The requirements in the County's Ordinances, as amended from time to time, including, but not limited to, Chapter 1-12 (Solid Waste) of the County's Ordinances, shall supplement the requirements contained herein.

26.1 GENERAL PROCEDURES FOR ALL CUSTOMERS

The following requirements and procedures shall apply to all Customers:

26.1.1 Garbage and other putrescible waste shall be placed in a Plastic Bag before it is Set Out for Collection. Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or Collection Container.

26.1.2 Program Recyclables shall be Set Out in a Recycling Container. Program Recyclables shall not be placed in the same Collection Container with Solid Waste.

26.1.3 Program Recyclables shall not be Set Out in a Plastic Bag.

26.1.4 A Customer shall not overfill a Collection Container; the lid on a Collection Container shall be closed securely by the Customer.

26.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do so.

26.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.

26.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.

26.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.

26.1.9 The weight of the materials placed in a Garbage Cart or Recycling Cart by a Customer shall not exceed the cart's rated capacity (as shown on the lid of the cart). Plastic Bags shall not be loaded with materials weighing more than thirty (30) pounds or the rated capacity of the bag, whichever is less.

26.1.10 If a Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Administrator shall designate the point of Collection.

26.1.11 When necessary to carry out the purpose and intent of this Agreement, the Administrator may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.

26.1.12 Each Garbage Cart, Recycling Cart, and Mechanical Container is subject to the Administrator's approval.

26.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CURBSIDE CUSTOMERS

The following requirements and procedures shall apply to Residential Customers that receive Collection Service at Curbside.

26.2.1 Each Residential Curbside Customer receiving Automated Collection Service shall Set Out their Garbage and Rubbish in one or more Garbage Carts, that have been provided by the County or leased by the Customer from the Contractor, which shall be placed at Curbside. Such Customers shall not Set Out Garbage in Customer-owned Garbage Cans, Plastic Bags, or paper bags.

26.2.3 Residential Curbside Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste should be placed in trash cans or paper bags. Larger pieces of Yard Waste shall be stacked neatly in a pile at Curbside, at least twelve (12) inches away from any trees or other obstacles. A Residential Curbside Customer may, but is not required to, tie larger pieces of Yard Waste in a bundle. Such Customers also may Set Out their natural Christmas trees at Curbside for collection with the Customer's Bulky Yard Waste. A Customer shall not Set Out Land Clearing Debris or pieces of Bulky Yard Waste that are too heavy or too large to collect with a clamshell truck.

26.2.4 Residential Curbside Customers receiving Automated Collection Service for Program Recyclables shall Set Out their Program Recyclables at Curbside in a Recycling Cart.

26.2.5 Each Residential Curbside Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste and Program Recyclables at the Curbside prior to 5:00 a.m. on the Scheduled Collection Day for such materials.

26.2.6 Any carpet Set Out for Collection at Curbside shall be rolled to a maximum of six feet in length and no more than 40 pounds and tied or otherwise bound.

26.2.7 Each Garbage Cart used by a Residential Curbside Customer shall be hot-stamped or stenciled with the County's logo.

26.2.8 A Residential Curbside Customer shall not Set Out any Bulky Waste that was generated by a builder, building contractor, or privately employed handyman service, while such Person was working for the Customer on the Customer's Residential Property. All such material shall be removed from the Customer's property by the Person that generated the waste materials. A Residential Curbside Customer also shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Residential Curbside Customer.

26.2.9 Residential Curbside Customers shall not place, mix, or commingle Garbage with Curbside piles of Bulky Waste or Bulky Yard Waste.

26.3 SPECIFIC PROCEDURES FOR RESIDENTIAL MECHANICAL CONTAINER CUSTOMERS

The following requirements and procedures shall apply to Residential Customers that receive Collection Service with Mechanical Containers.

26.3.1 Each Residential Customer that uses Mechanical Containers shall comply with the following Set Out procedures: (a) Garbage and Rubbish shall be placed in a Mechanical Container located on the Customer's Premises; and (b) Program Recyclables shall be placed in a Recycling Container located on the Customer's Premises.

26.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) and Recycling Container(s) that will be used by the Customer. These locations are subject to the Administrator's approval.

26.3.3 Each Customer shall Set Out their Bulky Waste at a location designated for such material, near the Customer's Mechanical Container. A Customer shall not Set Out their Bulky Waste more than one day before the Scheduled Collection Day for the Collection of the Customer's Bulky Waste. A Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to the Mechanical Container.

26.4 PROCEDURES FOR COMMERCIAL CUSTOMERS

The following requirements and procedures shall apply to Commercial Customers.

26.4.1 Each Commercial Customer must have at least one Mechanical Container or Garbage Cart for the Collection of their Garbage and Rubbish; however, two (2) or more Commercial Customers may share the use of a Mechanical Container, subject to the requirements herein. Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container or Garbage Cart, as applicable. If a Commercial Customer receives Collection Service from the Contractor or any other Person for the Collection of Program Recyclables or Recovered Materials, the Customer must place those materials in a separate cart or container (i.e., not the cart or container used for Garbage and Rubbish).

26.4.2 Commercial Customers shall not place, mix, or commingle Recyclable Materials or Construction and Demolition Waste with any other type of Solid Waste in a Collection Container.

26.4.3 All Collection Containers shall be placed in locations that are safely and readily accessible to the Customer and the Contractor's vehicles.

26.4.4 Each Mechanical Container shall be placed on a concrete or paved level surface and shall be in compliance with all County regulations governing such containers. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.

26.4.5 A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulky Waste, if the Commercial Customer wishes to have the Contractor collect Bulky Waste. A Commercial Customer shall not Set Out their Bulky Waste more than one day before such materials are to be collected by the Contractor. A Commercial Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to a Mechanical Container serving the Commercial Customer or any other Person. The Collection of Bulky Waste for a Commercial Customer is a Special Collection Service, which is subject to Section 39.13, below.

SECTION 27: COLLECTION CONTAINERS

27.1 PURCHASE AND OWNERSHIP OF CONTAINERS

27.1.1 Trash cans for Yard Waste – Each Customer shall purchase and provide the trash cans that the Customer uses for yard waste. Trash cans shall remain the property of the Customer.

27.1.2 Existing Garbage Carts – The County previously purchased Garbage Carts, which were distributed to the Residential Customers in the Service Area. All of these Garbage Carts are and shall remain the property of the County. Commercial Customer Garbage Carts are and shall remain the property of the Contractor.

27.1.3 New Garbage Carts and Recycling Carts for New Customers – The Contactor shall purchase all of the Garbage Carts and Recycling Carts that the Contractor is required to provide under this Agreement.

The Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each Residential Curbside Customer that is a New Customer. The Carts shall be delivered within two (2) Operating Days after the New Customer or the Administrator requests the Contractor to deliver the Carts. Each Garbage Cart shall have a capacity of approximately ninety-six (96) gallons and each Recycling Cart shall have a capacity of approximately sixty-four (64) gallons, unless the Administrator authorizes or requires the delivery of different sizes.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) new or refurbished Garbage Carts and Recycling Carts to Residential Customers whose carts were stolen, or damaged or worn beyond repair; (b) new Garbage Carts and Recycling Carts for Customers that wish to lease an additional cart pursuant to Section 39.12, below; and (c) new or refurbished Garbage Carts or Recycling Carts for each Customer that wishes to exchange their cart pursuant to Section 27.4, below. For the purposes of this Section 27.1.3, a "refurbished" cart means a cart that was cleaned and repaired to "like new" condition.

With regard to stolen and damaged carts and bins, the Contractor must provide one replacement Garbage Cart and one replacement Recycling Cart to each Residential Curbside Customer. These replacements will be provided without charge to the County or the Customer.

The right to receive one free replacement Garbage Cart and one free Recycling Cart shall be linked to each Dwelling Unit—i.e., the right to receive the free replacements at a Dwelling Unit shall be renewed whenever a new Person moves into that Dwelling Unit. For example, if a hypothetical Customer named Smith received free replacement carts or bins while living at 123 Madison Avenue and then moved to 456 Rosehill Drive, the next Person moving into 123 Madison Avenue would be entitled to receive free replacement carts, and Smith would be entitled to receive free replacement carts and bins after moving to 456 Rosehill Drive.

With regard to stolen and damaged carts, the Contractor may charge a fee for providing replacement carts only if a Residential Curbside Customer already has received free replacement carts and then that Customer requests additional carts, all while living in the same Dwelling Unit. In such circumstances, the Customer shall lease the new carts pursuant to Section 39.12, below. The fee for a new Garbage Cart or Recycling Cart shall not exceed Thirty Dollars ($30) per cart, and the fee for delivering carts shall not exceed Twenty-Five Dollars ($25) per delivery. No delivery fee shall be charged if the Customer picks up the carts or bins at the Contractor's local office.

Although the Contractor must replace individual Garbage Carts that are worn beyond repair, nothing herein shall be construed to require the Contractor to replace all of the Garbage Carts used by all of the Residential Curbside Customers in any subdivision or in the entire Service Area. If the County decides to replace all of the Garbage Carts used in a subdivision or all of the Garbage Carts used in the County, the County shall purchase the replacement Garbage Carts.

The Contractor may provide Garbage Carts and/or Recycling Carts to some or all of its Commercial Customers. The Contractor also may provide Garbage Carts and/or Recycling Carts to some or all of the Residential Customers that receive Collection Service with Mechanical Containers. The Contractor shall be responsible for purchasing, assembling, and delivering the Garbage Carts and Recycling Carts to all such Customers.

Garbage Carts purchased by the Contractor pursuant to this Agreement shall become the property of the County when this Agreement expires or terminates. Upon termination or expiration of this Agreement, all Garbage Carts held in the Contractor's inventory for the County (e.g., carts that are hot-stamped or labeled with the County's name or logo) shall be delivered to and become the property of the County. Title to all such carts shall be transferred automatically to the County, without further action by either Party, upon the termination or expiration of this Agreement.

27.1.4 Mechanical Containers – The Contractor shall provide Mechanical Containers to any Customer that wishes to use them, if the Customer has a location where the containers can be placed in compliance with the requirements in this Agreement and the Ordinances. If the Contractor provides a Mechanical Container to a Customer, the Contractor may charge the applicable Rates for the Collection of Residential Waste or Commercial Waste, as applicable. The Rates include the cost of leasing and using the Contractor's Mechanical Containers, except as otherwise provided in Exhibit 2, 3, and 4. The Contractor may negotiate and charge an appropriate fee for the use of its Compactors. The Contractor shall be responsible for the purchase or lease of all Mechanical Containers that the Contractor is required to provide under this Agreement. Mechanical Containers purchased by the Contractor shall remain the property of the Contractor, until the containers are sold.

A Customer may own its Compactor and attached Roll-Off Container or lease a Compactor and attached Roll-Off Container from a Person other than the Contractor, if the Compactor and Roll-Off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-Off Container shall remain the property of the Customer. Notwithstanding the provisions of Section 33.1, below, the term of the Contractor's lease agreements for Compactors may extend beyond the term of this Agreement.

27.2 MAINTENANCE AND REPAIR OF CONTAINERS

27.2.1 Trash cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their own Trash cans, if any. Trash cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.

27.2.2 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Carts and Recycling Carts and keeping the carts in a sanitary condition.

The Contractor shall be responsible for repairing all of the Garbage Carts and Recycling Carts used by Residential and Commercial Customers. The Contractor

shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) to ensure the prompt repair of these Recycling Carts and Garbage Carts. The Contractor shall repair or replace such carts no later than two (2) Operating Days after (a) the Contractor observes that the cart is defective or (b) the Contractor is informed by a Customer or the Administrator that the cart needs to be repaired or replaced.

27.2.3 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so the containers do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall promptly replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when requested to do so by the Administrator, pursuant to Section 28.9.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall provide a Mechanical Container within twenty-four (24) hours after receiving a request for such service from a Customer. In the alternative, the Contractor may provide a Roll-Off Container, if the use of such container is approved by the Administrator. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

27.3.1 Trash cans – Each Customer shall be responsible for storing and replacing their own trash cans, if any.

27.3.2 Garbage Carts and Recycling Carts – Each Customer shall be responsible for storing their Garbage Carts and Recycling Carts.

The Contractor shall be responsible for purchasing certain Garbage Carts and Recycling Carts pursuant to Section 27.1.3, above. The new Garbage Carts and Recycling Carts shall be delivered to Residential Customers, without charge, by the Contractor. The Contractor shall deliver the Garbage Carts and Recycling Carts to the Customer within two (2) Operating Days after the Contractor receives a request for them from the Customer or the Administrator.

The Contractor shall coordinate with the Administrator to ensure that the Contractor orders a sufficient quantity of carts to satisfy the Contractor's obligations under this

Agreement. The Contractor shall be responsible for the storage of all carts that the Contractor purchases to satisfy its obligations under this Agreement, until the carts are delivered to Customers.

27.3.3 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container within two (2) Operating Days after receiving a request for a Mechanical Container from the Administrator or a Customer.

27.3.4 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer's Collection Container within two (2) Operating Days after being notified by the Administrator or Customer that the Customer's Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer's original container.

27.4 EXCHANGE OF CARTS AND CONTAINERS

Subject to the conditions contained herein, the Garbage Carts provided by the Contractor to Residential Curbside Customers pursuant to this Agreement shall be approximately ninety-six (96) gallons in size; the Recycling Carts shall be approximately sixty-four (64) gallons in size. However, the Administrator may authorize or require the Contractor to provide Garbage Carts that are approximately forty-eight (48) and sixty-four (64) gallons in size to an individual Customer or a specific subdivision, and Recycling Carts that are approximately forty-eight (48) or ninety-six (96) gallons in size. Thus, ninety-six (96) gallons shall be the standard size for all Garbage Carts and sixty-four (64) gallons shall be the standard size for all Recycling Carts required by this Agreement. Forty-eight (48) and sixty-four (64) gallons shall be the alternate size for Garbage Carts; and forty-eight (48) and ninety-six (96) gallons shall be the alternate size for Recycling Carts.

Subject to the conditions herein, the Contractor shall deliver a different Garbage Cart and/or Recycling Cart to any Customer that wishes to exchange their cart for one that is a different size. A Residential Curbside Customer that begins to receive Collection Service from the Contractor on October 1, 2020, shall be allowed to exchange their Garbage Cart or Recycling Cart for a different size, one time only, without paying any fee, if the Customer delivers a written request for an exchange to the Contractor on or before January 31, 2020. If the Customer submits a timely request, the Contractor shall deliver a different size Garbage Cart or Recycling Cart to the Customer no later than thirty (30) days after the Contractor receives the request. A New Residential Curbside Customer shall be allowed to exchange their Garbage Cart and/or Recycling Cart for a different size, without paying any fee, one time only, if the Customer delivers a written request for an exchange to the Contractor within ninety (90) days after the Customer receives the cart(s). In such cases, the Contractor shall deliver a different Garbage Cart and/or Recycling Cart to the New Customer within thirty (30) calendar days after receiving the Customer's request. If a Residential Curbside Customer fails to deliver a timely written request to the Contractor, or if the Customer already has exchanged their cart(s) before, the Contractor may charge a delivery fee for exchanging the Customer's cart and delivering it to the Customer's Premises. However, the Contractor shall not charge a delivery fee if a Residential Curbside Customer delivers their cart from the Contractor's local office. The Contractor's delivery fee shall be Twenty-Five Dollars ($25.00) per delivery (i.e., not per cart).

The Contractor shall exchange a Mechanical Container when requested by the County or a Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the

requested container within two (2) Operating Days after receiving the Customer's request. There shall be no charge for exchanging a Mechanical Container.

27.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

27.5.1 Garbage Carts and Recycling Carts – The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Administrator. In general, the carts shall: (a) have a nominal rated capacity of approximately forty-eight (48), sixty-four (64) or ninety-six (96) gallons, as applicable; (b) Garbage Carts be hot-stamped or labeled with the County's logo, in accordance with the specifications provided by the Administrator; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals.

Each type of cart and each size shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling, but the color and specifications for Garbage Carts may be different than the ones for Recycling Carts. More specifically, Residential Customer Garbage Carts provided by the Contractor as required by this Agreement shall be provided in one color (e.g., green). Residential Customer Recycling Carts shall be in one color (e.g., blue). Commercial Customer Garbage Carts shall be in one color (e.g. black).

Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Administrator's approval. The Contractor shall provide the Administrator with the manufacturer's specification sheets for the Recycling Carts and Garbage Carts, before the Contractor orders the carts from the manufacturer.

27.5.2 Minimum Warranty for Carts – Each Garbage Cart shall be protected by a manufacturer's warranty with a duration of at least ten (10) years. The warranty shall explicitly provide that the warranty is transferable to the County and enforceable by the County, as well as the Contractor. A copy of the manufacturer's warranty shall be provided to the Administrator before the carts are ordered by the Contractor to ensure compliance with the warranty requirements.

27.5.3 Minimum Specifications for Carts – The Garbage Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall be permanently marked with letters/numbers as follows. Each cart must have a serial number hot stamped in white on the body. The serial number will be preceded by a letter or number or code which designates the year of manufacture. The County Seal or logo will be hot stamped onto both sides of the Garbage cart body. Instructions for the safe use of the cart and the load rating must be molded into each lid. An in-mold label shall be permanently molded, shall be in 4-color and contain the County logo including images and language representing materials deemed acceptable for disposal.

27.5.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Administrator.

Mechanical Containers shall have attached lids, unless the Administrator approves a different design for a particular use. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of the Administrator or a Customer. Commercial accounts that are issued carts shall have a black lid to clearly identify the carts as being for a commercial account.

SECTION 28: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

28.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

28.1.1 The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules, and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles or specialty equipment shall be used in areas where narrow streets, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor's normal vehicles and equipment.

28.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.

28.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds twenty (20) miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.

28.1.5 All Collection vehicles shall be painted a uniform color. All Collection vehicles shall have painted sides, or shall have signs affixed on each side, stating "Proudly Serving Charlotte County" or alternate language approved by the Administrator.

28.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the County, except as requested

by the Administrator for County programs such as Keep Charlotte Beautiful or community clean up events.

28.2 DEDICATED FLEET FOR COUNTY

The Contractor shall maintain a dedicated fleet of vehicles for the County's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Administrator's prior written approval for such activity.

28.3 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

28.3.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.

28.3.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager.

28.3.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the Administrator, upon request, in compliance with the requirements in Section 34.2.9, below.

28.4 RESERVE VEHICLES AND EQUIPMENT

28.4.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.

28.4.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced. The Administrator shall be notified by Contractor within two (2) hours when/if reserve vehicles are going into service.

28.5 MAINTENANCE AND CLEANING

28.5.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All

Collection vehicles used primarily for the Collection of Garbage shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Administrator approves an alternate cleaning schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

28.5.2 The Contractor's Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.

28.5.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

28.5.4 Upon the request of a Customer or the Administrator, the Contractor shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the Customer or the County. However, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time during any term of this Agreement, unless the Administrator instructs the Contractor to do so.

28.6 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

28.6.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's vehicles used to provide Collection Service. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all vehicles used to provide Collection Services.

28.6.2 All of the Contractor's vehicles used to provide Collection Services shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Administrator's request, the Contractor's vehicles also shall display information promoting the County's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Administrator and the Contractor, which approval shall not be unreasonably withheld.

28.6.3 The Contractor shall label each one of its Mechanical Containers with the Contractor's name and telephone number, and the identification number for the Mechanical Container. The labels shall be comprised of letters and numbers that are at least four (4) inches high. The labels shall be placed on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the Mechanical Container is placed at a Customer's site. The labels must be painted or permanently affixed to the Mechanical Container and legible at all times.

28.7 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

28.7.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

28.7.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.

28.7.3 All vehicles and equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.

28.8 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

28.8.1 The Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The County has the right, but not the obligation, to inspect each Collection vehicle each day, prior to its use in the County.

28.8.2 The Administrator shall have the authority to require the Contractor to immediately remove from service any Collection vehicle, Collection Container, or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Administrator also may require the Contractor to immediately clean, wash, paint, repair, or otherwise maintain any Collection vehicle, Collection Container, or other equipment. If the Administrator requests such action, the Contractor shall comply with the Administrator's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Administrator may require the Contractor to pressure spray and promptly clean any location where one of the Contractor's vehicles or Collection Containers has leaked fluids or spilled Solid Waste and thereby stained soils or pavement or created an odorous or nuisance condition.

28.9 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. On September 1, 2020 and all times thereafter, the Contractor's storage yard, garage, and maintenance facility must be located within the boundaries of Charlotte County, unless otherwise approved in advance by the Administrator. The Contractor shall not use County property to store, wash, repair, or maintain any vehicles or equipment.

28.10 SPILL CLEAN-UP MATERIALS

Before the Commencement Date, the Contractor shall install and thereafter maintain a lockable storage unit in a designated area of the Contractor's equipment yard for the storage of absorbent materials used to contain and clean-up spills of fuel, hydraulic fluid, leachate, or other liquids from the Contractor's vehicles. The Contractor shall store and at all times maintain a sufficient quantity of absorbent material in the storage unit to ensure the prompt and effective clean-up of any spill involving up to fifty (50) gallons of fluid. Further, the storage unit shall be equipped with heavy-duty brush brooms suitable for use during a clean-up operation following a spill of fluids from the Contractor's vehicles.

The Contractor shall provide the Administrator with a key to the storage unit. If the Contractor fails to promptly respond to a spill, the County shall have the right, but not the obligation, to use the materials stored in the storage unit for the clean-up of any spill caused by the Contractor.

SECTION 29: CONTRACTOR'S PERSONNEL

29.1 GENERAL REQUIREMENTS

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the County.

29.2 DISTRICT MANAGER

Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to this Agreement. The District Manager and the Field Supervisor(s) must have at least five (5) years of prior managerial experience providing residential and commercial services in a community that is comparable in size to the County. The District Manager must have the authority to make significant decisions concerning the day-to-day operation of Contractor's programs under this Agreement. The District Manager must have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the District Manager must be immediately accessible to the Administrator by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

29.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 6:00 p.m., every Operating Day, so the Field Supervisor can respond to problems and other events affecting the Contractor's performance under this Agreement. At all times during the term of this Agreement, the Administrator shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

29.4 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

29.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Administrator has the right to approve the identifiers or identification furnished by the Contractor.

29.6 ATTIRE FOR EMPLOYEES

Contractor's employees shall wear proper attire at all times when working for the County under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

29.7 REMOVAL OF EMPLOYEES

The Administrator reserves the right to disapprove and request removal of any Contractor personnel assigned to the County's work. Such disapproval or request shall be for reasonable cause only. The Administrator shall meet with the Contractor's District Manager to discuss the Administrator's concerns, before the Administrator requests the District Manager to take any action concerning any employee. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. Notwithstanding anything to the contrary in Section 50, below, or elsewhere in this Agreement, the Contractor shall defend, save, and hold the County harmless from and against any and all legal actions or other proceedings brought by any employees so removed.

29.8 EMPLOYEE TRAINING AND LICENSES

29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

29.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

29.8.3 The Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

29.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

A Person employed by the Contractor shall not be entitled to any rights or privileges granted by the County to the County's employees, such as pension, workers' compensation, unemployment compensation, civil service, or other employee benefits. The Contractor shall have the sole

responsibility for paying any wages and providing any employment benefits to the Contractor's employees.

29.11 SUBCONTRACTORS AND TEMPORARY LABOR

To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the County by using permanent employees of the Contractor. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services. No subcontractors or temporary labor shall be used to provide Collection Services without the prior approval of the Administrator. If the use of a subcontractor(s) is approved by the Administrator, the Contractor shall ensure the subcontractor(s) abide by all of the requirements for the Contractor included in this Agreement.

29.12 DRUG-FREE WORKPLACE

The Contractor shall make a good faith effort to promote and maintain a drug-free workplace. The Contractor shall publish a statement notifying its employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace. The statement shall specify the actions that will be taken against employees for violations of this prohibition. A copy of this statement shall be provided to each employee that will be engaged in providing services under this Agreement.

SECTION 30: CONTRACTOR'S LOCAL OFFICE

30.1 The Contractor shall maintain a customer service and dispatch office, and equipment yard. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the Contractor's office does not need to be open on Holidays.

30.2 The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the County or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the County and the Contractor's obligations under this Agreement.

30.3 The Contractor shall have a toll-free telephone number for calls from Customers in the County. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's local office located within the geographic boundaries of Charlotte County. The Contractor shall have extra staff working in the Contractor's office each Operating Day in October 2020 and as long thereafter as necessary to ensure Contractor's compliance with the requirements in Sections 30.2, 31.1.3, and 31.1.4. The Contractor's telephone number shall be listed in the Contractor's webpage, on the Collection vehicles, and in materials distributed to Customers. Contractor shall use an answering machine or answering service to receive and record messages when the office is closed, or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.

30.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives

an immediate response after reporting an emergency. Such process shall be subject to the Administrator's approval.

30.5 The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Administrator, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.

30.6 A sufficient number of Garbage Carts and Recycling Carts shall be stored at the Contractor's local office to ensure that the Contractor can replace or exchange any cart that is delivered to the Contractor's office by a Customer that wishes to replace or exchange their cart or bin pursuant to Section 27.4, above.

SECTION 31: CUSTOMER RELATIONS

31.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS

31.1.1 The Contractor shall be responsible for receiving all complaints and requests from Customers. If the Contractor receives a complaint or a request from a Customer, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Section 31.1.4 and then the Contractor shall promptly initiate its response.

31.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Contractor shall notify the Administrator and the Administrator shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- Missed Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- Mishandling of Solid Waste, Program Recyclables, or Collection Containers;
- Failure to maintain vehicles, Collection Containers, or equipment in compliance with this Agreement;
- Damage to public or private property;
- Failure to pick up litter;
- Failure to obey traffic regulations; and
- Discourteous treatment of Customers.

31.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12 p.m. (noon) on an Operating Day, the Contractor must remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Saturday, Sunday or Holiday, the Contractor must remedy the complaint before noon on the next Operating Day. The Contractor may request, and the Administrator shall grant

additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem but is unable to do so within the time provided herein.

31.1.4 The Contractor and the County will cooperate and use reasonable efforts to configure and implement a web-based customer complaint tracking system. A web-based system will be operational no later than September 15, 2020, unless a later date is mutually agreed upon by the parties. The date base will be used to receive and track residential and commercial complaints and requests for services.

31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

31.2.1 The Contractor shall promptly notify the Administrator whenever the Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.

31.2.2 The Administrator shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Administrator shall notify the Contractor and the Customer in writing concerning the Administrator's decision about the disputed issues.

31.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Administrator's decision or, in the alternative, provide the Administrator with a written request for a hearing before the County Administrator.

31.2.4 If a request is filed, the County Administrator shall act upon such request within thirty (30) days. The County Administrator shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Administrator shall notify the Customer, the Contractor, and the Administrator in writing concerning the County Administrator's decision. The County Administrator may: (a) confirm, in whole or in part, the Administrator's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the County Administrator deems necessary and appropriate. The County Administrator's decision shall be final and shall not be subject to further appeal within the County.

SECTION 32: CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Administrator shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and

Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Administrator within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Administrator.

32.2 ADMINISTRATOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

The Administrator is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the County. The Contractor shall diligently work with the Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Administrator's review of the Contractor's work.

32.3 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

32.4 COUNTY'S RIGHT TO APPROVE

Whenever this Agreement authorizes the County or one of its representatives (e.g., the Administrator) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the County shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

32.5 THE COUNTY'S RIGHT TO REQUIRE PERFORMANCE

The County shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the Service Area. If the Administrator instructs the Contractor to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Administrator's request, the County may collect such material using its own resources or by using a third party vendor. The County may deduct the cost of collecting such material from the County's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the County shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

SECTION 33: CONTRACTS FOR COMMERCIAL COLLECTION SERVICE

33.1 CONTRACTS FOR COMMERCIAL COLLECTION SERVICE

The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer. During the Transition Period, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the County's hauler before the Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Administrator for approval on or before August 1, 2020 and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement. The Administrator shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided; and (f) the total amount to be paid each month by the Customer. The service contract also shall contain the following disclosure statement, unless alternate language is approved by the Administrator:

REGULATION BY CHARLOTTE COUNTY

This contract for the collection of solid waste is regulated by Charlotte County. If you have questions or concerns regarding the terms in this contract, you may call the Contractor at (941)-629-1106 or the County's contract administrator at (941) 764-4360 for assistance.

COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS

You may provide your own compactor and mechanical container for the collection of the solid waste you generate, if your compactor and container are the type that can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a compactor and mechanical container from the Contractor. In all cases, the compactor and mechanical container must be maintained in a safe, sanitary, serviceable condition by the owner of the compactor and mechanical container.

RATES FOR SERVICES

The County has approved standard rates for the collection of solid waste and for special services. Under this contract, you will pay the following rates for the Contractor's services. However, the County's contract administrator has the right to review and approve any charge the Contractor wishes to impose for any

service. You may call the Contractor or the County's contract administrator if you have questions about any of the Contractor's rates.

On or before October 1 of each Operating Year, the Contractor shall provide each Commercial Customer with a copy of the disclosure statement. The disclosure statement may be incorporated into the Contractor's invoices to its Commercial Customers or it may be distributed as a separate document.

33.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Commercial Customers, the Contractor shall be presumed to have disclosed its Rates if the Contractor provided notice to Commercial Customers prior to commencing its Collection Service on October 1, 2020. This presumption shall expire on November 1, 2020. Thereafter, if a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

33.3 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER

On October 1, 2020, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within two (2) Operating Days after the Contractor receives a request for service from a New Customer that has signed a service contract with the Contractor.

33.4 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER

The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Administrator at least fifteen (15) calendar days before service is terminated to a Commercial Customer. Upon being notified, the County shall take whatever action it deems appropriate to enforce compliance with the County's Ordinances. If Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises.

SECTION 34: RECORD KEEPING AND REPORTING

34.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

34.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Charlotte County for at least three (3) years following the expiration or termination of this Agreement.

34.1.2 All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Administrator or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Administrator's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

34.1.3 The Contractor shall prepare the logs identified in Sections 34.2.1, 34.2.2, 34.2.3, 34.2.5, 34.2.6, 34.2.7 and 34.2.8 of this Agreement. The Contractor is encouraged to maintain the log identified in Section 34.2.4, but the Contractor shall not be required to do so, unless the Administrator concludes that the reporting requirements in Section 34.2.4 must be enforced to ensure the Contractor's compliance with the other provisions in this Agreement.

34.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any time during normal business hours. Upon request, the information in the logs shall be provided to the Administrator within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Administrator's approval.

34.2 SPECIFIC RECORD KEEPING REQUIREMENTS

34.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer must pay additional fees. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the County pursuant to Section 36. The Contractor shall summarize its records in a log.

34.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the County pursuant to Section 36. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. The Contractor's records shall clearly show that the Contractor paid, pursuant to Section 39.9, the Tipping Fees for the Solid Waste that the Contractor collected pursuant to Section 36, below. These records shall be summarized in a log.

34.2.3 Program Recyclables Log – The Contractor shall maintain records and a log concerning all of the Program Recyclables it collects in the Service Area pursuant to this Agreement, including the materials collected for the County pursuant to Section 36. The records shall identify the amount of Program Recyclables collected and the locations where the Program Recyclables were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Program

Recyclables for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

The Contractor's records also shall include the information obtained from the RFID chips or alternate approach to tracking information required by the Administrator in the Recycling Carts. The records shall identify the Recycling participation rates and other relevant data requested by the Administrator. Information requested may include identification of areas with high contamination rates in order to target the County's education efforts.

34.2.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

34.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for the Non-Collection Notice.

34.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the County or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

34.2.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

34.2.8 Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the number of carts provided to the Customers each Operating Month; the size and type (e.g., Recycling Cart) of each cart delivered to Customers; the identification (serial) number of each cart; the location where each cart is delivered; the number of carts in the Contractor's inventory, identified by size and type; the number of carts damaged beyond repair, identified by size and type; and the number of carts replaced under warranty. The log shall identify the address of each Dwelling Unit occupied by a Customer that received a cart, and the log shall identify the serial number of each cart that was provided to each Customer. The log also shall identify the name and address of each Person that leases a Garbage Cart pursuant to Section 39.12, below.

34.2.9 GPS Records – The Contractor shall maintain records and a log concerning the Global Positioning Systems ("GPS") data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS logs and records for each Collection vehicle for at least twelve (12) Operating Months after the GPS data was

obtained. The records shall reflect a "ping rate" of every five (5) seconds for the GPS data. Upon the Administrator's request, the Contractor's records should be provided to the County in CSV or ASCII tabular format and should contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Administrator. Upon request, the GPS data shall be provided to the County within five (5) Operating Days; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor's performance under the Agreement.

34.3 QUARTERLY REPORT

34.3.1 The Contractor shall submit a quarterly report to the Administrator no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15) during each Operating Year. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste, Yard Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (c) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; and (g) the total number of Garbage Carts and the total number of Recycling Carts, each broken down by size, that were delivered to Customers during the quarter. The first quarterly report shall be submitted to the County on or before January15, 2021.

34.3.2 The quarterly report shall include any information requested by the Administrator to enable the County to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

34.3.3 Whenever the Contractor submits a quarterly report to the County, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify in each quarterly report that: (a) all of the Solid Waste and Source Separated Recyclable Material collected by the Contractor under this Agreement has been delivered to a Designated Facility; (b) the Contractor's quarterly report accurately accounts for all such deliveries; (c) the Contractor has paid, pursuant to Section 39.10, all of the Tipping Fees for all of the Solid Waste collected by the Contractor pursuant to Section 36, below.

34.4 ANNUAL REPORT

Contractor shall submit an annual report to the Administrator no later than sixty (60) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year. The first annual report shall be submitted to the County on or before October 15, 2021.

34.5 ACCIDENT REPORTS

The Contractor shall notify the Administrator of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail to the Administrator within six (6) hours, or within a reasonable amount of time, of the accident or incident date. Upon request, a more complete written report shall be provided to the Administrator within one (1) Operating Day, or within a reasonable period of time, of the accident or incident date. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

34.6 COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Administrator and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Administrator or the Contractor deem relevant under the circumstances.

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except the Contractor's confidential personnel records and the Contractor's confidential profit and loss statements. The Contractor's records shall be made available for inspection in the County during normal business hours, or the records shall be submitted to the County in an electronic (digital) format, within five (5) Operating Days after the Administrator requests the records.

34.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable

provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by the County to perform the services provided hereunder.

(b) 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

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

If the Contractor fails to comply with the requirements in this Section 34.7, the County may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the County within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@ CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.

SECTION 35: PUBLIC NOTICES

The Contractor shall provide the following notices and educational services to help inform the public about the County's Solid Waste management system. The Contractor shall work closely with the County when preparing the notices, educational materials, and promotional information required pursuant to this Section 35. The design and content of the notices, educational materials, and promotional information shall be subject to the Administrator's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, and delivering the notices and otherwise providing the educational services required herein. The Contractor shall coordinate with the Administrator to ensure that all of the notices required herein are posted on the County's webpage, whenever feasible.

35.1 ANNUAL NOTICE TO CUSTOMERS

The Contractor shall design, print, and deliver an annual notice to all Customers within the Service Area. The notice shall include the same basic information provided for the commencement of service, but the annual notice shall be updated, as necessary. The Contractor shall provide the annual notice in October of each Operating Year.

35.2 NOTICES FOR NEW CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same general information that is contained in the annual notice pursuant to Section 35.1, above.

35.3 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Residential Customer and each Commercial Customer that will be affected by a permanent change in the Scheduled Collection Days that will occur after October 1, 2020. An electronic (digital) copy of the draft notice shall be submitted to the Administrator for review and approval at least three (3) weeks prior to the printing and delivery of the notice. The approved notice shall be delivered to the affected Customers at least five (5) days before the Contractor changes its Scheduled Collection Days. The Contractor also shall place the notice on the Contractor's website at least ten (10) days before the permanent change.

35.4 NOTICES FOR HOLIDAYS

The Contractor shall provide notice to each Customer that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Contractor shall publish the notice in the newspaper of general circulation that has the largest number of subscriptions in Charlotte County. The newspaper notice shall be published at least three (3) days before the Holiday. The Contractor also shall place the notice on the Contractor's website at least ten (10) days before the Holiday.

SECTION 36: CONTRACTOR'S SERVICES FOR THE COUNTY

36.1 GENERAL REQUIREMENTS

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the County, at certain County facilities and public locations designated by the Administrator. The

Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection and the cost of purchasing, delivering, maintaining, and using Collection Containers, except as otherwise explicitly set forth herein.

With regard to the Contractor's services for the County, the Administrator shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used. The Administrator shall have the right to increase or decrease the number of Collection Containers at any location, as well as the right to add new locations for the placement of Collection Containers.

At a minimum, the Contractor's Collection Services for the County's properties shall be provided in compliance with the following requirements:

(a) Garbage and Rubbish shall be collected a minimum of once each week;

(b) Program Recyclables shall be collected once each week; and

(c) Mechanical Containers shall be emptied by the Contractor whenever the Mechanical Containers are full.

If the Administrator notifies the Contractor before 12 p.m. (noon) that a Mechanical Container used by the County is full, the Contractor shall empty the container on the same day. If the Administrator notifies the Contractor after noon, the Contractor shall empty the Mechanical Container before noon on the next Operating Day. The Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Administrator determines the current level of service is inadequate.

36.2 COLLECTION OF SOLID WASTE AND PROGRAM RECYCLABLES AT COUNTY FACILITIES

The Contractor shall provide for the Collection of the Garbage, Rubbish, Yard Waste, and Program Recyclables generated on any property that is owned, occupied, leased, or controlled by the County at any time during the term of this Agreement. Exhibit 8 identifies the County properties that, as of the Commencement Date, shall receive Collection Service. Exhibit 8 also identifies the type and frequency of Collection Service to be provided to each County property, beginning on October 1, 2020. The Contractor's obligations under this Section 36.2 include the Collection of Garbage, Rubbish, Yard Waste, and Program Recyclables that are collected by the County at other locations as a result of the County's operations and then transported to the County properties identified in Exhibit 8. The Administrator may add properties to Exhibit 8, if the properties are acquired, occupied, leased, or controlled by the County after the Effective Date. The Administrator shall provide advance notice to the Contractor concerning any properties that will be added to Exhibit 8 and the Administrator shall designate a reasonable date for the commencement of the Contractor's Collection Services at such properties.

The Contractor's charges for these services shall not exceed the applicable Rates in Exhibit 3 for Commercial Collection Service.

36.3 PUBLIC DROP-OFF LOCATIONS (MINI TRANSFER FACILITIES) FOR CERTAIN MATERIALS

The Contractor shall provide Collection Service for certain items including but not limited to Program Recyclables at locations in the Service Area that are used as a public drop-off site. The locations of the drop-off sites include the West Charlotte Mini-Transfer & Recycling Facility located at 7070 Environmental Way Englewood, FL and the Mid-County Mini-Transfer & Recycling Facility located at 19765 Kenilworth Blvd., Port Charlotte, FL. The Contractor shall provide roll-off Collection Service for old corrugated cardboard (OCC), tires, latex paint, and Program Recyclables for roll-off containers located at each site. The Contractor shall provide Collection Service at these locations at least four times each week, or as requested by the Administrator. The Contractor shall provide these services at no charge to the County.

36.4 COLLECTION FOR COMMUNITY EVENTS

The Contractor shall provide Collection Service for up to twelve (12) Community Events that are designated by the Administrator each Operating Year. The Contractor also shall provide Collection Containers, including Recycling Containers, for each of the Community Events. The Administrator shall designate the number, size, and type of containers required for each event, and the locations where the containers will be placed.

If the County requests Collection Service for more than twelve (12) events in any Operating Year, the Contractor shall provide the requested service, but the Contractor may charge the County for its services. The Contractor's charges for such services shall not exceed the applicable Rates in Exhibit 3 for Commercial Collection Service.

36.5 COLLECTION SERVICE FOR ILLEGAL DUMPING

If requested by the Administrator, in instances when the Public Works Department cannot conduct the service, the Contractor shall collect Solid Waste, including Bulky Waste, that has been disposed of without authorization on a public right-of-way, park, or other public property. However, the Contractor is not obligated to collect materials from illegal dumping on private property.

The Administrator also may request, and the Contractor shall provide, immediate Collection Service for Bulky Waste and Yard Waste if the Administrator concludes that the waste materials pose an imminent threat to the public health, safety and welfare (e.g., due to glass or sharp objects in the Bulky Waste). However, nothing herein requires the Contractor to collect Hazardous Material; the management of such material shall be governed by Section 15.4, above.

The Administrator and Contractor shall agree upon the Rate to be paid to Contractor for such services, which shall be based on the Excess Bulky Waste per cubic yard rate.

36.6 REPLACEMENT OF AND COLLECTION SERVICES FOR SOLAR COMPACTORS AT COUNTY PARKS

The County currently uses Solar Compactors to collect Garbage and Program Recyclables at some of the County parks in the Service Area. The approximate number and location of the Solar

Compactors are provided in Exhibit 10. On or before September 30, 2020, Contractor shall ensure properly functioning Solar Compactors are located at each location identified in Exhibit 10. The Contractor shall provide Collection Services for each Solar Compactor at least once per week, or as requested by the Administrator, and deliver Garbage and Program Recyclables to the appropriate Designated Facility. The Contractor shall provide these services at no charge to the County.

36.7 EDUCATIONAL ACTIVITIES

The County wants to enhance the County's integrated Solid Waste management programs and practices, including Recycling. The Contractor shall help the County by providing technical advice and assistance concerning these programs. The Contractor also shall help the County develop educational programs and materials to promote the County's Recycling and sustainability initiatives. Further, the Contractor, accompanied by the Administrator or other County representative, shall make presentations about these topics to schools, civic groups, homeowners' associations, and other groups when requested to do so by the Administrator, up to a maximum of six (6) times each Operating Year. In the first six months after the Effective Date and before the Commencement Date of this Agreement, the Contractor shall assist the Administrator with up to twelve (12) presentations to community groups. The Contractor is not obligated to make any out-of-pocket expenditures to comply with the requirements in this Section 36.7.

SECTION 37: CONTRACTOR'S EMERGENCY SERVICES

37.1 COLLECTION OF GARBAGE AFTER A DISASTER

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers in compliance with Section 26 of this Agreement. The Contractor shall work with the Administrator to determine the best approach to collecting Garbage if streets are impassable and routine Collection of Garbage Carts is not possible. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Administrator. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, Program Recyclables, and other materials normally collected weekly, on the Scheduled Collection Days as soon as possible after being directed to do so by the Administrator. Until the Contractor resumes normal Collection Service, the Contractor's work for the County shall be the Contractor's highest priority and it shall take priority over the Contractor's work for any Person that is a member of the private sector.

37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

In the event of a hurricane, tornado, or other natural or manmade disaster, the Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules.

37.3 COLLECTION OF DISASTER DEBRIS

37.3.1 This Agreement does not give the Contractor the exclusive right to collect Disaster Debris. The County will enter into a separate contract with the Contractor if the County wishes to utilize the Contractor's services for the Collection of Disaster Debris, except as provided in Section 37.3.2, below. Nothing herein shall require the County to utilize the services of Contractor, or prevent the County from hiring another Person, to collect Disaster Debris. Among other things, the County may utilize the County's Disaster Debris Contract in accordance with the County's emergency management plan, or the County may utilize County personnel and equipment, for the Collection of Disaster Debris.

37.3.2 If the Federal Emergency Management Agency declares that Charlotte County is a federal disaster area, the County shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the conditions contained herein. The County may use its staff and/or any other Person to assist the County with the Collection of Disaster Debris. The County shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster. The County shall have the sole authority to determine the extent of the clean-up that will be conducted by the County and its agents. When the County's tasks under this paragraph have been completed, as reasonably determined by the Administrator, the Administrator shall notify the Contractor to resume all of its normal Collection Services. Thereafter, the Contractor shall collect the remaining Disaster Debris, if any, that is properly Set Out for Collection by Customers and the Contractor shall be paid the Rates set forth in Exhibits 2, 3, and 4 for Collection Services.

37.3.3 Should the County elect to use Contractor's services to assist with removing Disaster Debris, whether for a Federal Emergency Management Agency declared event or a local natural or manmade disaster event that has not been declared by a Federal agency, the Administrator and Contractor shall work together to determine the extent of these services. The Contractor shall be paid Rates established in Exhibit 4 specific to Disaster Debris Collection Services, with prior written approval of the Administrator. The Contractor shall deliver Disaster Debris to the facility designated by the Administrator, which may or may not be the Designated Facility.

37.4 CONTRACTOR'S CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Administrator on or before August 1, 2020, in compliance with the schedule in Section 5(a). The Contingency Plan shall be updated annually, if necessary, and resubmitted to the Administrator (a) with the Contractor's annual report and (b) within five (5) Operating Days, or a reasonable amount of time, after the plan is revised and adopted by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Administrator's right, but not the obligation, to review and comment.

37.5 COUNTY'S EMERGENCY MANAGEMENT MEETINGS

If requested by the Administrator, the Contractor shall attend the County's emergency management and disaster preparedness meetings and shall provide the County with any materials that may be useful to the County's efforts, including but not limited to Collection schedules and routes. The Administrator shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

SECTION 38: RATES FOR CONTRACTOR'S SERVICES

38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibits 2, 3, and 4 are the maximum amounts that may be charged for the Collection Services provided by the Contractor pursuant to this Agreement, subject only to the adjustments that are expressly authorized herein. These Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the Service Area after the Effective Date. The Contractor shall utilize the Rates in Exhibits 2, 3, and 4, and no others, when billing Customers and the County under this Agreement.

All Residential Curbside Customers shall pay the same Rates for the Collection of their Residential Waste. There is no additional Rate or fee for using more than one Garbage Cart or Recycling Cart other than the cost of the Cart and delivery charge allowable as described in Section 39.12.

38.2 RATES FOR SPECIAL COLLECTION SERVICES

The Rates for Special Collection Services are shown in Exhibit 4. If the Customer and the Contractor disagree about the Rate for any Collection Service, the Customer may request the Administrator to resolve the dispute pursuant to Section 31.2, above.

If the Contractor provides Side Door Service to a disabled Customer pursuant to Section 7.9, the Contractor shall be paid the Rate for Residential Curbside Collection Service, but the Contractor will not receive any additional Rate or fee for Side Door Collection Service.

38.3 CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES

38.3.1 Subject to the conditions herein, on October 1, 2021 and each October 1 thereafter during the term of this Agreement, the Collection portion of Rates in Exhibits 2, 3, and 4, and the transfer component of Program Recyclables in Exhibit 2 may be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change (PC) in the Consumer Price Index ("CPI") during the most recent twelve (12) consecutive month period beginning on June 1 and ending on May 31. For example, with regard to the CPI adjustment on October 1, 2021, the relevant period will be June 1, 2020 through May 31, 2021.

38.3.2 The percentage change in the CPI shall be calculated by the Administrator using the following formula:

PC = CPI 1 divided by CPI 2, minus 1.0, multiplied by 100

Where:

PC is the percentage change in the CPI from one year to the next
CPI 1 is the CPI index number for the most recent May (e.g., May 2021)
CPI 2 is the CPI index number for June in the year before CPI 1 (e.g., 2020)

38.3.3 The rates as adjusted for the CPI Index shall be rounded to the nearest penny. Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed four percent (4%) and there shall be no "catch up" adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the four percent (4%) "cap" in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

38.3.4 Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator on or before July 1 of the then current Operating Year to become effective on October 1st in the year of request. For example, the Contractor must request a CPI adjustment to the Rates on or before July 1, 2021 if the Contractor wants the Rates to increase on October 1, 2021 pursuant to a CPI adjustment. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI increase in the Rates on October 1 of the next Operating Year. Further, there shall be no "catch up" adjustment to the Rates in future years to offset or mitigate the effect of failing to request the adjustment. The foregoing provisions in this paragraph only apply to CPI adjustments that increase the Rates.

38.3.5 In all cases, the CPI adjustment, as calculated by the Administrator, shall occur if the CPI adjustment will reduce the Rates.

38.3.6 If the Administrator concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Administrator shall promptly provide notice to the Contractor concerning the CPI adjustment. The Administrator also shall provide the Contractor with the Administrator's calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Administrator within ten (10) Operating Days if the Contractor disagrees with the Administrator's determination or calculations.

38.3.7 Exhibit 10 contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.

38.3.8 If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

38.4 ADJUSTMENTS TO DISPOSAL COMPONENT OF COMMERCIAL COLLECTION SERVICE RATES

The disposal component of the Rates for Commercial Collection Service of Solid Waste is not subject to a CPI adjustment but shall be adjusted to reflect any changes in the Tipping Fee at the Designated Facility. The County shall notify the Contractor at least sixty (60) days prior to a change in the Tipping Fee at the Designated Facility for Solid Waste. The Contractor shall provide its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the Administrator. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Facility.

The County shall calculate the amount of the Rate adjustment by using the Generation Factors provided in Exhibit 3, and applying the following formulas, as applicable:

For Commercial Customers using Garbage Carts:

> **(Generation Factor per Garbage Cart x Number of Carts x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = new monthly disposal component**

For Commercial Customers using Mechanical Containers:

> **(GF x Cubic Yards of Container x Frequency of Collection per Week x 4.33 / 2,000) x TFn = new monthly disposal component of the Rate**
>
> "GF" is the applicable (e.g. non-compacted or compacted) pounds per cubic yard or the pounds per Garbage Cart generation factor, as appropriate
>
> "TFn" is the new Tipping Fee.

The Rates in Exhibit 3 shall be updated accordingly.

38.5 ADJUSTMENTS TO PROCESSING COMPONENT OF PROGRAM RECYCLABLES RATE

The processing component of the Rates for Collection Service of Program Recyclables is not subject to a CPI adjustment but shall be annually adjusted to reflect any changes in the Tipping Fee at the Designated Facility. The Contractor shall notify the County of a change in the Tipping Fee at the Designated Facility for Program Recyclables. The Rate adjustment shall be effective in the next fiscal year upon acceptance by the Commission. Notwithstanding anything else contained herein, a single adjustment to the processing component of the Rates shall not exceed four percent (4%).
The processing component of the Rates paid by County to Contractor shall be based on tons of Program Recyclables delivered by Contractor to the Designated Facility, as reported by Contractor as part of Contractor's invoices to the County, multiplied by the new Tipping Fee at the Designated Facility.

38.6 RATE ADJUSTMENTS FOR CHANGES IN LAW

38.6.1 If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the County to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor

shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the County to fairly evaluate the proposed Rate increase. The County Administrator may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the County Administrator shall submit the Contractor's request and the County Administrator's recommendations to the Commission. The County Administrator shall place the issue on the agenda for one of the Commission's public meetings. The Contractor shall be given a reasonable opportunity at the Commission's meeting to explain the basis for its request.

38.6.2 The Commission shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 32.4, above. The Commission's decision to grant, grant in part, or deny the Contractor's request shall be final and non-appealable.

38.6.3 If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Commission. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

38.6.4 If a Rate adjustment is approved pursuant to this Section 38.6 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate that was in effect on the Effective Date, the Commission may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor.

38.7 EXTRAORDINARY RATE ADJUSTMENTS

38.7.1 Once each Operating Year, before April 1, the Contractor may petition the County Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The County Administrator may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the County Administrator to evaluate the Contractor's petition. After receiving the requested information, the County Administrator shall place the Contractor's petition and the County Administrator's recommendations on the agenda for one of the Commission's public meetings. The Contractor shall be given a reasonable opportunity at the Commission's meeting to explain the basis for its petition.

38.7.2 The Commission shall grant, grant in part, or deny the Contractor's request in a timely manner. The Commission may deny the Contractor's request for any reason the Commission deems appropriate. The Commission's decision shall be final and non-appealable.

38.7.3 If the Contractor's request is granted in whole or in part, the Commission shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the County Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The County Administrator may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the County should continue to pay the extraordinary Rate increase. The County Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard, before the County Administrator reduces the Contractor's rates. Any decision by the County Administrator to reduce the Contractor's Rates may be appealed to the Commission.

38.8 RATES FOR DISASTER DEBRIS

If the Administrator wishes to have the Contractor collect Disaster Debris following a disaster, the County and the Contractor shall enter into a separate contract and the County shall pay the Contractor in accordance with the terms, conditions, that are mutually agreed upon by the County and Contractor before the commencement of the Contractor's work under that contract. The Rates to be paid to Contractor for Collection of Disaster Debris are as shown in Exhibit 4.

SECTION 39: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

39.1 GENERAL PAYMENT PROVISIONS

Subject to the conditions and limitations contained herein, the County shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the County and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and (a) the fee is identified in Exhibits 2, 3, or 4, or (b) the Agreement explicitly provides that the fee shall be negotiated between the Contractor and the Customer. The Rates for Collection Services in Exhibits 2, 3, or 4, shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the County shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provides under this Agreement.

39.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTOR

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Residential Customer for the provision of any Service described in this Agreement, unless such payment is explicitly

authorized in this Agreement. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required or allowed in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

39.3 BILLING AND PAYMENT PROCEDURES FOR RESIDENTIAL COLLECTION SERVICE

39.3.1 For Residential Customers that receive the Contractor's Collection Services in the Service Area, an annual assessment will be included in the property tax bill.

39.3.2 The County's annual assessment for Residential Customer Collection Services shall be based on the Contractor's Rates, as set forth in Exhibit 2, for the services provided by the Contractor in compliance with the requirements in this Agreement. The annual assessment will not include any charges to be paid by the Customer for the lease of a new Garbage Cart pursuant to Section 39.12, or the delivery of a cart pursuant to Section 27.4, or Special Collection Services.

39.3.3 The County shall remit payment to the Contractor for Residential Collection Services by the twentieth (20th) calendar day of each month after the month in which the Collection Services were performed. Since the Contractor will begin to provide its Collection Services in October 2020, the County's initial payment to the Contractor will be delivered in November 2020.

39.3.4 The County's payments to the Contractor for Residential Collection Services shall be based on the County's billings to Customers for Collection Services, applying the Rates in effect at the time the Customers are billed, multiplied by the number of Residential Customers receiving service. However, the County's payments to the Contractor may be pro-rated, if and to the extent that any Customers received pro-rated bills from the County for their first month or last month of Collection Service.

39.3.5 The County's payments to the Contractor for the Collection Services of Program Recyclables shall be based on the number of Residential Customers receiving this Collection Service. The tonnage of Program Recyclables delivered for processing shall be reported by the Contractor and documented to the Administrator's satisfaction.

39.3.6 The following fees and charges shall be deducted from the County's payments to the Contractor: (a) liquidated damages assessed pursuant to Section 44, below; (b) any payments that are due pursuant to Section 40, below; and (c) any other sums that the Contractor owes the County under this Agreement.

39.4 PAYMENT FOR COMMERCIAL COLLECTION SERVICES

The Contractor shall be solely responsible for billing Commercial Customers and collecting all Rates, fees, and other charges from its Customers for the Commercial Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of Solid Waste collected by the Contractor when providing its Commercial Collection Services. The Contractor shall bill its Commercial Customers in advance for the Commercial Collection Services the Contractor provides to its Customers.

39.5 PAYMENTS FOR SHARED MECHANICAL CONTAINERS AND SHOPPING CENTERS

The Contractor may prorate the charges to Customers that share a Mechanical Container; however, the charges collectively shall not be more or less than the amounts set forth in the approved Rates, unless the Administrator approves the Contractor's fees in advance, based on special circumstances. Subject to the Administrator's prior approval, the Contractor may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the public also is using the Mechanical Container(s) in the shopping center.

39.6 COLLECTION OF DELINQUENT PAYMENTS FROM CUSTOMERS

The County shall not be liable for any uncollected or delinquent accounts. If Contractor terminates service with a Commercial Customer for non-payment, Contractor shall notify the Administrator within twenty-four (24) hours of terminating Collection Service. Contractor may charge Commercial Customers the Container Re-delivery Rate provided in Exhibit 3 upon resumption of Collection Services.

39.7 CHANGES IN PAYMENT PROCEDURES

The County and Contractor may change any of the billing, collection, and payment procedures described in this Agreement, with the prior written approval of both Parties.

39.8 CONTRACTOR'S DUTY TO PROVIDE BILLING INFORMATION

39.8.1 The Contractor shall provide the County with an invoice for the Collection Services that were provided by the Contractor to Residential Customers during the prior Operating Month. The format of the Contractor's invoice shall be subject to the approval of the County. The Contractor's invoice shall identify all of the types of Residential Collection Service provided (e.g., Curbside Collection with Garbage Carts; Collection with Mechanical Containers) to each Customer and the number of Customers that received each type of Collection Service. For the purposes of calculating the amount of the County's payments, the Contractor shall use the Customer List as it existed on the first day of the Operating Month for which payment is being made.

39.8.2 The Contractor's monthly invoice for Residential Collection Service also shall include the following information for the previous Operating Month: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Yard Waste; Bulky Waste) delivered to each Designated Facility pursuant to this Agreement; and (b) the total quantity of Program Recyclables delivered to each Designated Facility pursuant to this Agreement. The County shall have the right to request and obtain additional information from the Contractor concerning the Contractor's invoices. The County also has the right to contest the amounts requested in the Contractor's invoices. However, the County shall pay all undisputed amounts, except as otherwise provided herein.

39.8.3 With the Administrator's approval, the billing information required pursuant to this section may be used by the Contractor to satisfy some of the requirements in Section

34, above, for the Contractor's reports to the County. The Contractor and Administrator shall attempt to minimize any duplicative reporting.

39.9 COUNTY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO COUNTY FACILITIES

The Contractor shall not bill the County, and the County shall not pay the Contractor, for the services provided to the County pursuant to Section 36 of this Agreement, except as expressly provided in Section 36. The County's payments (if any), pursuant to Sections 36, will be based on the Rates set forth in Exhibit 3 or Exhibit 4, as appropriate. The Contractor's invoice shall identify the specific services that were provided and the applicable Rate for each service. The invoice shall be submitted with the Contractor's invoice for Residential Collection Services and it shall be reviewed and paid in the same manner, subject to the requirements and limitations set forth above in this Section 39.

39.10 COUNTY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the County pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Administrator to rectify the mistake. The County shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the County shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the County received the Contractor's notice of the error.

39.11 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM COUNTY

The County shall have no obligation to pay for any of the Collection Services provided by the Contractor, except as provided in this Section 39. The Contractor shall have no right to any revenues or funds obtained by the County from any other sources, including but not limited to funds distributed to the County by the Florida Department of Environmental Protection, the County, or any other Person.

39.12 LEASE OF GARBAGE CARTS AND RECYCLING CARTS

Pursuant to Section 27.1.3, the Contractor shall purchase, assemble, deliver, and provide certain carts for Residential Customers, without charge, but Customers also may lease additional Garbage or Recycling carts. If a Residential Customer wishes to lease an additional Garbage Cart or Recycling Cart, the Contractor's fee shall be Thirty Dollars ($30.00) annually and the Contractor will bill the Customer directly in advance. The Contractor also may charge an additional fee for delivery services if the Customer requests the Contractor to deliver the Garbage Cart or Recycling Cart to the Customer's Residential Property. The delivery fee shall be Twenty-Five Dollars ($25.00) per delivery (i.e., not per cart). If a Customer leases a Garbage Cart or Recycling Cart from the Contractor, Contractor shall provide the Customer's name and address or parcel number to the Administrator within five (5) Operating Days after the purchase.

39.13 PAYMENTS FOR SPECIAL COLLECTION SERVICES

The Rates for Special Collection Service shall be charged and paid in addition to the Rates for the routine Collection Services received by Customers. The Contractor shall bill the Customers and collect the applicable Rates for any Special Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees

associated with the disposal of Solid Waste collected by the Contractor when providing Special Collection Services, including Tipping Fees associated with Excess Bulky Waste. Notwithstanding anything else contained herein, the Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer or the County requested the service and agreed to pay the applicable Rate before the Contractor provided its service.

SECTION 40: PAYMENTS TO THE COUNTY

40.1 PAYMENTS FOR PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall pay Twenty-Five Thousand Dollars ($25,000) each Operating Year to the County for the expenses incurred by the County related to the public notices and educational services provided by the County concerning the Contractor's services. In November of each Operating Year, the County shall deduct its expenses from the monthly payment to the Contractor for Collection Services.

40.2 PAYMENTS FOR CODE ENFORCEMENT COSTS

The Contractor shall pay Twenty-Five Thousand Dollars ($25,000) each Operating Year to the County for the expenses incurred by the County related to the County's Code Enforcement efforts. The Twenty-Five Thousand Dollar ($25,000) payment is the Contractor's sole obligation with respect to Code Enforcement efforts, and the Contractor is not responsible or obligated to provide any services to the County related to Code Enforcement.

40.3 OTHER PAYMENTS

The County shall submit invoices to the Contractor for any fee or charge that is due and owed to the County from the Contractor, except for the payments otherwise addressed in this Section 40. The Contractor shall pay the County's invoice within thirty (30) calendar days after receipt.

SECTION 41: PAYMENT OF TIPPING FEES

41.1 Subject to the conditions and limitations contained herein, the County shall pay the Tipping Fees for the disposal of Solid Waste generated by Residential Customers that is collected by the Contractor in compliance with this Agreement for which the County collects payment from Residential Customers. Tipping Fees associated with Solid Waste generated by Residential Customers and collected by the Contractor for which the Contractor collects payments from Residential Customers (e.g. Excess Bulky Waste) shall be paid by Contractor.

41.2 Subject to the conditions and limitations contained herein, the Contractor shall pay the Tipping Fees for the disposal of Solid Waste generated by Commercial Customers that is collected by the Contractor in compliance with this Agreement for which the Contractor collects payment from Commercial Customers.

41.3 When the Contractor delivers Solid Waste to a Designated Facility, the Contractor shall tell the scale house operator whether the Tipping Fees shall be paid by the Contractor or the County. The scale house operator will verify whether the Tipping Fees shall be paid by the Contractor or

the County based upon the vehicle number, which corresponds to the vehicle identification list provided by Contractor to Administrator as part of the Collection Plan, as described in Section 23.3. Contractor's vehicle numbers associated with Residential Customer Collection Services will not be charged the Tipping Fee. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility will charge the County for Tipping Fees only when such charges are appropriate. Among other things, the Contractor shall not tell the scale house operator to charge the County for the disposal of any Solid Waste (a) that was generated outside of the Service Area; (b) that was generated by a Person who is not a Residential Customer; or (c) when the Contractor is obligated by this Agreement to pay the Tipping Fees.

41.4 When the Contractor delivers Solid Waste to the Designated Facility resulting from Community Events as described in Section 36.4, the County shall pay the Tipping Fees.

SECTION 42: VERIFICATION OF PAYMENT AMOUNTS

42.1 The County's acceptance of any payment from the Contractor, or the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the County may have for additional sums payable from the Contractor.

42.2 At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable to the County under this Agreement, plus Interest.

42.3 At its expense, the County may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

SECTION 43: ADMINISTRATIVE CHARGES

43.1 BASIS FOR ADMINISTRATIVE CHARGES

The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 43 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the County have established the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances. The Contractor and County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

43.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

43.2.1 The Administrator shall conduct a preliminary evaluation of the relevant facts before the Administrator decides whether administrative charges should be assessed against the Contractor. At a minimum, the Administrator shall provide written notice to the

Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Administrator shall determine whether administrative charges should be assessed. However, the County shall not assess, and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor.

43.2.2 Prior to assessing administrative charges, the Administrator shall provide written notice to the Contractor, indicating the County's intent to assess administrative charges and the basis for the County's position.

43.2.3 After receiving the Administrator's letter, Contractor shall have ten (10) Operating Days to file a written letter of protest with the Administrator.

43.2.4 If a protest is timely filed, the matter shall be referred to the County Administrator for resolution. The County Administrator shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Administrator 's decision shall be final and non-appealable, except as provided in Section 43.2.6.

43.2.5 If a protest or petition is not timely filed by the Contractor, or if the County Administrator concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Administrator within twenty (20) days of receiving the written decision of the Administrator or County Administrator, as applicable. If the Contractor fails to pay an administrative charge when due, the County may deduct the administrative charge from the County's monthly payments to the Contractor or withhold the monthly payment until the administrative charge is paid.

43.2.6 The procedures in this Section 43 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Five Thousand Dollars ($5,000). If the administrative charges will exceed this threshold, the procedures in Section 49 may be used, at the Contractor's option.

43.3 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT

On the Commencement Date and throughout the remainder of the term of the Agreement, the Administrator shall assess administrative charges as follows:

43.3.1 Failure to pick up or clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving oral notification by the Administrator or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar ($150) assessment per event.

43.3.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Program Recyclables that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the County or Customer. Each failure shall result in the imposition

of a One Hundred Dollar ($100) assessment. After the initial failure, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars ($250).

43.3.3 Failure to complete a route on the Scheduled Collection Day. A route shall be considered incomplete if five (5) or more Dwelling Units or Commercial Customers on the same route are not provided Collection Service. Each failure shall result in an assessment of One Thousand Dollars ($1,000) per route, per Operating Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete routes.

43.3.4 Mixing Program Recyclables with Solid Waste, or mixing Residential Waste with Commercial Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar ($500) assessment per occurrence.

43.3.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving oral notification from the Administrator, shall result in the imposition of an assessment of One Hundred Dollars ($100) per occurrence per Operating Day.

43.3.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, after receiving oral notification from the Administrator or Customer, shall result in a Fifty Dollar ($50) assessment per occurrence per Operating Day.

43.3.7 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days of receiving notification from a Customer or the Administrator shall result in the imposition of a Two Hundred Fifty Dollar ($250) assessment per Operating Day until such complaint is resolved to the satisfaction of the County.

43.3.8 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar ($100) assessment for each Operating Day that each report, plan, or document is late.

43.3.9 Failure to dispose of any Residential Waste or Commercial Waste collected in the Service Area at the Designated Facility for that type of waste shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed of at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars ($2,000) per occurrence.

43.3.10 Failure to deliver Program Recyclables to a Designated Facility for such materials pursuant to Section 19 or delivering Program Recyclables to a Solid Waste disposal facility, shall result in the imposition of an assessment of Two Thousand Dollars ($2,000) per occurrence.

43.3.11 Failure to correct a chronic Collection problem shall result in the imposition of a Two Hundred Fifty Dollar ($250) assessment per occurrence. Chronic means three (3) or more Legitimate Complaints at the same Premises for the same issue within a

twelve (12) month period. The first assessment under this Section 43.3.11 shall be imposed for the third Legitimate Complaint at the Customer's Premises. An additional assessment in the same amount may be imposed for each Legitimate Complaint thereafter.

43.3.12 Failure to correct chronic equipment problems shall result in the imposition of a Two Hundred Fifty Dollar ($250) assessment. Chronic means three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.

43.3.13 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving notice from the Administrator, shall result in the imposition of a One Hundred Dollar ($100) assessment per occurrence for each vehicle and each container not properly labeled.

43.3.14 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar ($100) assessment per occurrence.

43.3.15 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar ($100) assessment per occurrence.

43.3.16 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar ($100) assessment per occurrence.

43.3.17 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar ($200) assessment per occurrence.

43.3.18 Collecting Solid Waste or Program Recyclables at times that are outside of the hours specified in this Agreement, without prior approval of the Administrator, shall result in a One Hundred Dollar ($100) assessment per occurrence per vehicle.

43.3.19 Leaving a Collection Container where it blocks a driveway, street, alley, or road shall result in the imposition of a One Hundred Dollar ($100) assessment per occurrence.

43.3.20 Failure to provide timely notices and educational materials, as required pursuant to Section 35, shall result in the imposition of an assessment of Twenty-Five Dollars ($25) per Customer, but the maximum assessment shall not exceed One Thousand Dollar ($1,000) per occurrence.

43.3.21 Failure to repair damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids, within the deadlines in Section 17.6, shall result in the imposition of a One Thousand Dollar ($1,000) assessment per occurrence.

43.3.22 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notice from the Customer or Administrator, shall result in the imposition of an assessment of Two Hundred Fifty Dollars ($250) per occurrence per Operating Day.

43.3.23 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a Five Hundred Dollar ($500) assessment per occurrence.

43.3.24 Failure to respond to the Administrator by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars ($100), which shall be increased by another One Hundred Dollars ($100) for each additional Operating Day of delay.

43.3.25 Failure to comply with the deadlines and requirements in Section 49 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars ($2,000) per Operating Day per occurrence.

43.3.26 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, within forty-five (45) days after the Solid Waste was delivered to the facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement, shall result in an assessment of One Thousand Dollars ($1,000) per occurrence.

43.3.27 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of Two Hundred Dollars ($200).

43.3.28 Failure to adhere to an approved route in the Collection Plan, without receiving the Administrator's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars ($500) per occurrence.

43.3.29 Failure to cover or enclose Solid Waste and Program Recyclables in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars ($250) per occurrence.

43.3.30 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars ($50) per occurrence.

43.3.31 Failure to provide accurate information to the County concerning the Contractor's Collection Services or the calculation of the disposal or processing costs for such Services, shall result in the imposition of an assessment of One Thousand Dollars ($1,000) per occurrence.

43.3.32 Failure to close the gate on an enclosure for a Mechanical Container or failing to close the lid on a Mechanical Container or failing to lock all of the locks on a

Commercial Customer's Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars ($100) per occurrence.

43.3.33 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Collection Container in the manner specified herein, shall result in an assessment of One Hundred Dollars ($100) per occurrence per Operating Day.

43.3.34 Failure to respond to a Customer's request for service, within the deadline set forth in Section 31.1.3, shall result in the imposition of an assessment of Fifty Dollars ($50) per occurrence.

43.3.35 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 20.6, shall result in the imposition of an assessment of Five Hundred Dollars ($500) per occurrence for each Operating Day of delay.

43.3.36 Mixing Solid Waste or Program Recyclables collected in the Service Area with Solid Waste or other materials collected outside of the Service Area shall result in the imposition of an assessment of Three Thousand Dollars ($3,000) per occurrence.

43.3.37 Collecting Solid Waste or Program Recyclables in the Service Area with a vehicle that is not part of the dedicated fleet for the County, without the prior written approval of the Administrator, shall result in the imposition of an assessment of One Thousand Dollars ($1,000) per vehicle per Operating Day.

SECTION 44: PAYMENTS WITHHELD FROM CONTRACTOR

In addition to the remedies provided elsewhere in this Agreement, the County may withhold part or all of any payment otherwise due the Contractor from the County if the County Administrator concludes that the Contractor's actions or inactions have resulted in the following:

(a) The Contractor's failure to carry out lawful instructions or orders from the Administrator, when required by this Agreement;

(b) Failure of the Contractor to make payments to a subcontractor, which results in a claim against the County;

(c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the County or any regulatory agency;

(d) Failure of the Contractor to provide routes, schedules, data, documents or reports requested by the County in compliance with this Agreement; or

(e) Failure to pay an administrative charge when due.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the County shall not be liable to the Contractor for Interest on any delayed payment. The

County Administrator shall not exercise the County's right to withhold payments under this Section 44 unless the County Administrator concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein. The County shall not withhold more than a total of Fifty Thousand Dollars ($50,000) from any single payment.

SECTION 45: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

45.1 If the County or Contractor is unable to perform or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Contractor to correct the adverse effect of such event of Force Majeure.

45.2 Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.

45.3 To be entitled to the benefit of this Section 45, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 45, time is of the essence.

SECTION 46: BREACH AND TERMINATION OF AGREEMENT

46.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include, but not be limited to, the following:

46.1.1 Refusing to comply with any lawful order of the County Administrator.

46.1.2 Failing to begin work within the time specified in this Agreement.

46.1.3 Discontinuing operations without prior authorization from the Administrator.

46.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.

46.1.5 Failing to obey any Applicable Law.

46.1.6 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Program Recyclables collected within the Service Area, except when such actions are explicitly authorized herein.

46.1.7 Failing to deliver Residential Waste, Commercial Waste, or Program Recyclables collected in the Service Area to the appropriate Designated Facility.

46.1.8 Failing to pay, or circumventing the payment of, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.

46.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.

46.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.

46.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

46.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 52.

46.1.13 A Parent Corporation Guarantee provided pursuant to Section 53 is revoked.

46.1.14 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section 46.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be affected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the County Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 46.1.16, 46.1.17, 46.1.18, and 46.1.19, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

46.1.16 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

46.1.17 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

46.1.18 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

46.1.19 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.

46.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the County may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the County concludes the Contractor is a habitual violator, the County shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Commission may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Commission.

46.3 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the County. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the County may hire an alternate Person to provide Collection Services in the County if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. The County's interim service provider shall

continue to provide Collection Service until the Contractor demonstrates to the County's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide Collection Service.

46.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 46, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Sections 34.1, 34.6, and 50 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 47: OPERATIONS DURING DISPUTE

If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 48: DISPUTE RESOLUTION PROCESS

48.1 The County and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

48.2 The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.

48.3 THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.

SECTION 49: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

49.1 CONTINUATION OF CONTRACTOR'S SERVICE

If the County does not exercise its right to renew this Agreement or if there are no renewal options remaining, the County will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded in this time frame, Contractor shall provide its Collection Services in compliance with this Agreement for up to an additional six (6) Operating Months after the expiration of this Agreement, at the then current Rates, if the Commission requests this service. Any extension of the Agreement pursuant to this Section 49.1 must be approved by the Commission. The extension shall constitute an amendment to this Agreement, which must be adopted by the Commission in an ordinance.

49.2 SALE OR LEASE OF CONTRACTOR'S MECHANICAL CONTAINERS

Upon request, Contractor shall enter into good faith negotiations to allow the County or the County's newly selected franchise hauler to purchase or rent for up to three (3) Operating Months, the Mechanical Containers (if any) used and owned by the Contractor in the Service Area. The purchase price and rental fee shall be negotiated, but the purchase price shall not be greater than the fair market value of the Containers.

49.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of this Agreement, Contractor shall work with the Administrator to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Administrator and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the County that includes each container's location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Administrator's approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the Administrator. At or before the coordination meeting, the Contractor shall provide the Administrator with a list of Contractor-owned containers that may be purchased by the County or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.

30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.

49.4 COUNTY'S RIGHT TO PROCURE NEW SERVICES

At any time, the County may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other steps deemed necessary by the County to obtain the services of a Person who will collect Solid Waste for the County after this Agreement expires or is terminated.

SECTION 50: INDEMNIFICATION

50.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's negligent or willful actions, including but not limited to the Contractor's material failure to perform in accordance with the terms of this Agreement.

50.2 CONTRACTOR'S INDEMNIFICATION OF COUNTY

The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the negligent acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" as defined by Florida Statute 768.28. Contractor agrees that the first ten dollars ($10.00) of compensation received under this Agreement represents specific consideration for this indemnification obligation.

50.3 CONTRIBUTION

In the event of joint negligence on the part of the County and the Contractor, all losses and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

50.4 DAMAGES

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply except as provided for under either Party's rights to the Performance Bond or insurance proceeds, or as provided by Applicable Law.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

(a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and

(b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

50.5 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

SECTION 51: CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain, on a primary and non-contributory basis, and at its sole expense, at all times after September 1, 2020, until this Agreement expires or is terminated, policies of insurance that insure the Contactor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, and errors or omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

51.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

51.1.1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate $2,000,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.

c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

51.1.2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
c. Policy shall contain a waiver of subrogation against the Charlotte County.

51.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident, bodily injury or disease $2,000,000

a. Policy shall contain a waiver of subrogation against the Charlotte County.
b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
c. If the contractor has no employees, the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

51.1.4. POLLUTION REMEDIATION AND LEGAL LIABILITY

Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than $5,000,000 Each Occurrence / $5,000,000 Aggregate. The Contractor agrees the policy shall include a minimum three (3) year supplemental extended reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of Collection Services hereunder. This coverage may be provided on a Per-Project Basis.

51.1.5. UMBRELLA OR EXCESS LIABILITY

Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than $5,000,000 Each Occurrence / $5,000,000 Aggregate. Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability, as an underlying policy on the Umbrella or Excess Liability. Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

Additional Insured – All policies, ***except*** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable

types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par to the County.

SECTION 52: PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Seven Million Dollars ($7,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 6 and shall be subject to the approval of the County Attorney and Risk Manager. The Performance Bond shall be issued by a surety company that is acceptable to the County. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days prior notice to the County. The Contractor shall furnish the Performance Bond to the Director of Finance and Administrative Services and shall provide copies of the Performance Bond to the County Attorney and the Risk Manager, at the address provided in Section 73, below, at least five (5) days before the Effective Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 52 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the County against the Contractor for breach, default, or damages.

In the event of a strike of the employees of Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. The County shall have the right, but not the obligation to engage another Person to provide necessary Collection Services.

SECTION 53: PARENT CORPORATION GUARANTEE

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guarantee shall be substantially the same as the draft

guarantee in Exhibit 5 and shall be subject to the approval of the County Attorney and Risk Manager. The form must be executed by the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization), not an intermediary between the Contractor and its parent. The corporate guarantee shall be delivered to the County's Director of Fiscal and Administrative Services, and copies shall be delivered to the County Attorney and the Risk Manager, at the addresses shown in Section 73, below, at least five (5) days before the Effective Date

SECTION 54: ASSIGNMENT OF AGREEMENT

54.1 No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of this Agreement.

54.2 In the event that the County's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.

54.3 If any assignment is approved by the County, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

54.4 The requirements of this Section 54 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement.

SECTION 55: TRANSFER OF AGREEMENT

A transfer of this Agreement shall be effective only after approval by the County. A transfer includes a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the County's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee and shall contain the same type of information about the transferee that was provided by the Contractor before the County granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Twenty Thousand Dollars ($20,000.00). The Commission may grant the application for transfer, or grant the application subject to conditions, or deny the application, with or without cause, in its sole discretion. Among other things, the Commission's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, and other safeguards designed to ensure that the County's work will be completed in compliance with the requirements in this Agreement. In the event that the County's consent to any proposed transfer is

denied, Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 54 and Section 55 of this Agreement, the County shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 54 and Section 55 shall be waived by the County for a period not to exceed ninety (90) days.

SECTION 56: SUBSEQUENT COUNTY ORDINANCES

The Parties recognize that the County will amend its Ordinances before the Commencement Date to make the Ordinances more consistent with the requirements in this Agreement. Nothing contained in any County ordinance adopted after the Commencement Date shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the County and this Agreement is amended accordingly.

SECTION 57: AMENDMENTS TO THE AGREEMENT

57.1 GENERAL REQUIREMENTS

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

57.2 COUNTY'S POWER TO AMEND AGREEMENT

The County shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the County and Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include procedures, operations, and obligations of the Contractor.

In the future, the County may wish to obtain new services that are not addressed under this Agreement. For example, the County may wish to expand its Recycling program in ways that have not yet been identified. If the County and the Contractor are unable to agree upon the terms and conditions governing such services, including but not limited to the Rates for such services, the County shall have the right to procure such services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

57.3 AMENDMENTS DUE TO CHANGES IN LAW

The County and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any

future change in any Applicable Law materially alters the obligations of the Contractor or the County, then the provisions and Rates in this Agreement may need to be modified. The County and Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law. Section 38.5, above, shall govern any adjustments to the Rates that result from a Change in Law.

SECTION 58: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the County or Contractor thereafter to enforce same. Nor shall waiver by the County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 59: WAIVER OF FLOW CONTROL CLAIMS

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the County also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste or Program Recyclables collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

SECTION 60: GOVERNING LAW, VENUE AND ATTORNEYS FEES

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Charlotte County, Florida. Venue shall lie exclusively in Charlotte County. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Section 50, above.

SECTION 61: COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which

are applicable in any way to Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 56.

SECTION 62: PERMITS AND LICENSES

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

SECTION 63: EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, and Contractor shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the County with a copy of its non-discrimination and equal employment opportunity policy, upon request.

SECTION 64: AGREEMENT DOCUMENTS

This Agreement shall consist of the following documents, and each such documents is hereby incorporated into this Agreement as if set forth verbatim herein, and in the event of any conflict between documents or specific provisions within documents, priority of interpretation shall be given in the order listed below:

a. This Agreement, including Exhibits 1 through 10

b. Performance Bond and Insurance Certificates

c. Any amendments to this Agreement that are approved by the Commission and Contractor;

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit or other documents listed above, the provisions of this Agreement shall control when interpreting this Agreement.

SECTION 65: ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this

Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 66: HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

SECTION 67: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

(a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.

(b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.

(c) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

SECTION 68: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 69: SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the County or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

SECTION 70: FAIR DEALING

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Commission member, County officer, or County employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. 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 the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement.

SECTION 71: SOVEREIGN IMMUNITY AND LIMITATIONS ON LAWSUITS AGAINST THE COUNTY

Nothing in this Agreement shall constitute a waiver of the County's sovereign immunity in tort actions or any provisions in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of this Agreement.

SECTION 72: REMEDIES NOT EXCLUSIVE

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Agreement. The County's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the County's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 73: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 31.1, above, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the

Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County:	County Administrator Charlotte County 18500 Murdock Circle Port Charlotte, Florida 33948 Telephone: (941) 743-1944 Facsimile: (941) 743-1554
Copy to:	County Attorney Charlotte County 18500 Murdock Circle Port Charlotte, Florida 33948 Telephone: (941) 743-1330 Facsimile: (941) 743-1550
As to Contractor:	Todd Peres, District Manager Waste Management of Charlotte County 25515 Old Landfill Road Port Charlotte, FL 33980 Office Phone: 941-235-5317 Facsimile: 941-235-5320
Copy to:	Ron Kaplan, Senior Counsel Waste Management Inc. of Florida 2700 Wiles Road Pompano Beach, FL 33073 Office Phone: 954-984-2021 Facsimile: 954-984-2058

Both Parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other Party of such change.

SECTION 74: NO THIRD-PARTY BENEFICIARIES

This Agreement only provides rights and remedies for the County and the Contractor, except and only to the extent that Section 50.2 provides limited rights for County Indemnified Parties. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third party beneficiaries under this Agreement, except County Indemnified Parties.

SECTION 75: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County that:

(a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

(b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.

(d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.

(e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the County or the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.

(f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.

(g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

(h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.

(i) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

(j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification,

SECTION 76: IMMIGRATION AND NATIONALITY ACT COMPLIANCE

The Contractor warrants that it is in compliance with the Immigration and Nationality Act and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

IN WITNESS WHEREOF, the County and the Contractor have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

WITNESSES:

Coleen T. Hourihan

Signature

Coleen T. Hourihan, Admin Assist.

Printed Name and Title

7 day of May, 2019

Lisa P. Silva

Signature

Lisa P. Silva, Senior Legal Counsel

Printed Name and Title

7 day of May, 2019

ATTEST:

Ronald M. Kaplan, ASST. SECRETARY

WASTE MANAGEMENT, INC. OF FLORIDA

By: David Myhan

Signature

David Myhan, President

Printed Name and Title

7th day of May, 2019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By:_____
Kenneth W. Doherty, Chairman

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:_____
Janette S. Knowlton, County Attorney
LR19-_____

EXHIBIT 1

Map of Service Area

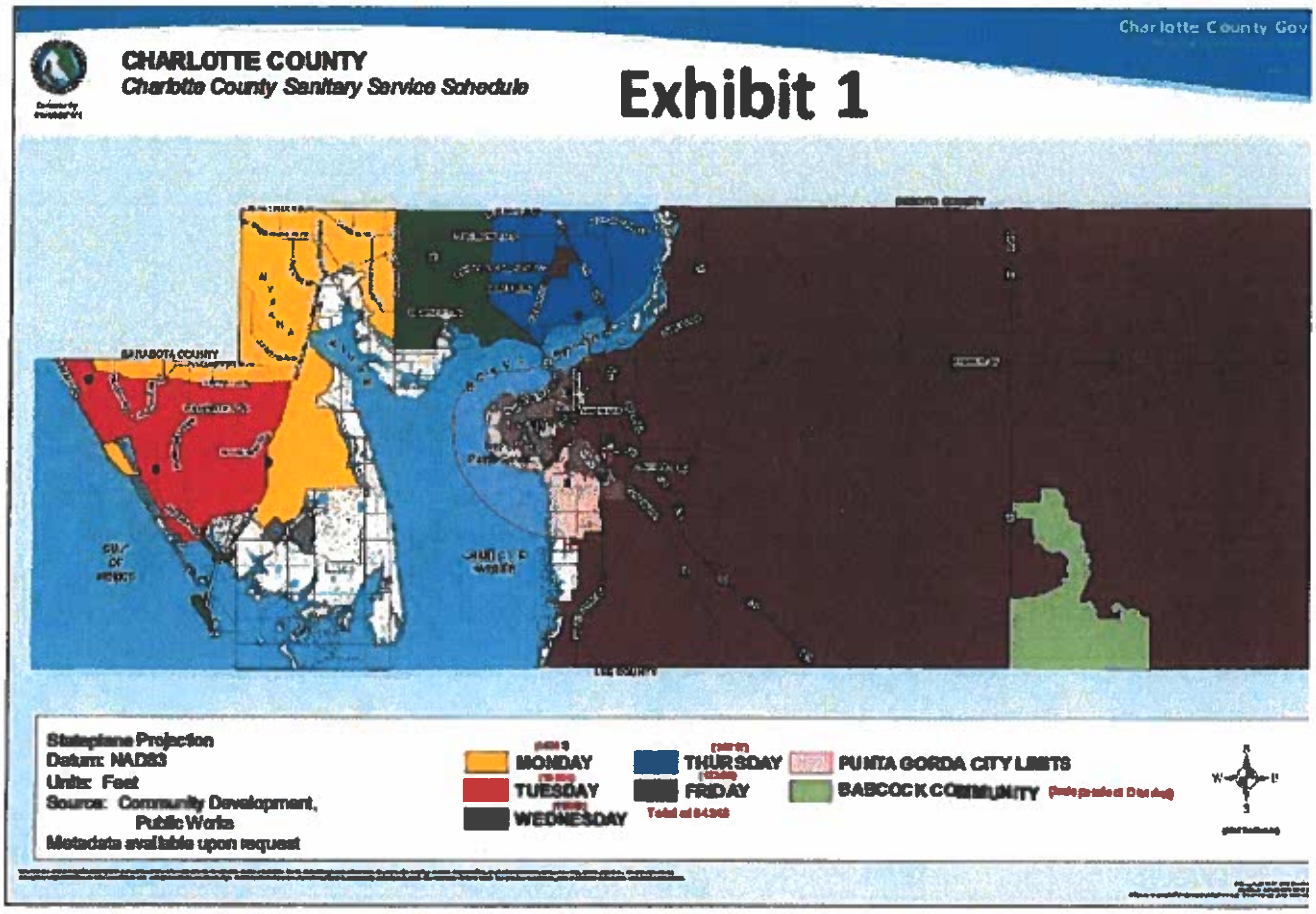

EXHIBIT 2

Rates for Residential Collection Services

Total Monthly Rates for Residential Customer Collection Services is $18.91 the breakdown is the following:

A. Weekly Residential Customer Collection Services

Residential Customer Collection Services	
Garbage and Rubbish; lead-acid batteries, used motor oil, used oil filters; 1 x week	$ 4.59 per month per Residential Customer
Program Recyclables *(Collection component only)* 1 x week	$ 4.50 per month per Residential Customer
Yard Waste 1 x week	$ 4.00 per month per Residential Customer
Bulky Waste Once each week, with a maximum volume of four (4) cubic yards per household per week.	$ 4.00 per month per Residential Customer
Car tires (maximum of six (6) car tires or passenger truck tires, including rims, per year)	$ No Charge per month per Residential Customer
White Goods (4 items per year, per Customer)	$ No Charge per month per Residential Customer
Electronic Equipment (4 items per year, per Customer)	$ No Charge per month per Residential Customer

Notes for Table 10-1:

1. For Residential Customers residing on Don Pedro/Knight Island, the Collection Service Rates shall be the Rates in Table 10-1, and an additional fee per Residential Customer to cover the cost of the ferry to access the island. The ferry cost shall be a direct pass-through based on current ferry charges, for which the County will assess the Customer and reimburse the Contractor.
2. For Residential Customers residing in Boca Grande, the Collection Service Rates shall be the Rates in Table 10-1, and an additional fee to cover the cost of toll bridge charges. The toll bridge cost shall be a direct pass-through based on the current toll bridge charges, for which the County will charge the Customer and reimburse the Contractor.

EXHIBIT 2
Rates for Residential Collection Services

The County has designated the Generation Factor for Residential Customer Program Recyclables to be: **thirty-five**
(35) pounds per household per month.

B. Rates for Transfer of Program Recyclables
Per Section 19.5 of the Agreement, the transfer component of the Residential Customer Rates will be adjusted if there is a change in the distance to the Designated Facility for the processing of Program Recyclables. Contractor shall provide a Cost per Ton Mile below.

$ 0.76 Cost per Ton Mile

The Cost per Ton Mile component of the Rate shall be converted to a per Residential Customer Monthly Transfer Component charge using the following formula.

(Generation Factor for Residential Customer Program Recyclables/ 2,000) x Cost per Ton Mile = Monthly Transfer Component

$ 0.013 Monthly Transfer Component, per Residential Customer

C. Rates for Processing of Program Recyclables
Contractor shall provide a per ton processing fee for Program Recyclables, using the per ton tipping fee charged at the MRF selected by the Contractor.

$103.40 Per Ton Processing Fee

The Per Ton Processing Fee component of the Rate shall be converted to a per Residential Customer Monthly Processing Component charge using the following formula.

(Generation Factor for Residential Customer Program Recyclables/ 2,000) x Per Ton Processing Fee = Monthly Processing Component

$ 1.82 Monthly Processing Component, per Residential Customer

EXHIBIT 3

Rates for Commercial Collection Service

A. Monthly Rates for Collection of Non-compacted (Loose) Solid Waste in Containers

TABLE 11-1: COLLECTION COMPONENT FOR GARBAGE CARTS (96 GALLONS)			
	1 Cart	2 Carts	3 Carts
1 x week	$ 63.72 per month per Commercial Customer	$ 101.96 per month per Commercial Customer	$ 133.82 per month per Commercial Customer
2 x week	$ 127.45 per month per Commercial Customer	$ 203.92 per month per Commercial Customer	$ 267.64 per month per Commercial Customer
3 x week	$191.17 per month per Commercial Customer	$ 305.87 per month per Commercial Customer	$401.46 per month per Commercial Customer
4 x week	$ 254.89 per month per Commercial Customer	$407.83 per month per Commercial Customer	$ 535.27 per month per Commercial Customer
5 x week	$ 318.62 per month per Commercial Customer	$ 509.78 per month per Commercial Customer	$ 669.10 per month per Commercial Customer
6 x week	$ 382.34 per month per Commercial Customer	$ 611.74 per month per Commercial Customer	$ 802.91 per month per Commercial Customer
7 x week	$430.39 per month per Commercial Customer	$1070.55 per month per Commercial Customer	$ 1405.09 per month per Commercial Customer

Notes for Table 11-1:

1. For Commercial Customers using more than three Garbage Carts, Contractor shall work with Customer to determine whether a Mechanical Container would be a more appropriate style of service. If Garbage Carts must be used, Contractor and Customer shall agree upon monthly Rates prior to commencement of Collection Services. If the Contractor and Customer cannot agree upon style of service and/or Rates for service, the Administrator shall make the determination.

Rates for Commercial Collection Service

DISPOSAL COMPONENT FOR COLLECTION SERVICE WITH GARBAGE CARTS

The disposal component of the Rate shall be calculated using the following formula:

(GENERATION FACTOR PER GARBAGE CART X NUMBER OF CARTS X FREQUENCY OF COLLECTION PER WEEK X 4.33 / 2,000) X TIPPING FEE = MONTHLY DISPOSAL COMPONENT

Generation Factor per Garbage Cart (96 Gallons): 50 pounds per Cart
Tipping Fee: $37.60 per ton. (The tipping fee of $37.60 in effect Fiscal Year 2020; future increases shall be a direct pass through based on the tipping fee in effect.)

TABLE 11-2: DISPOSAL COMPONENT FOR GARBAGE CARTS (96 GALLONS)			
No. of Garbage Carts	1 Cart	2 Carts	3 Carts
1 x week	$ 4.07 per month per Commercial Customer	$ 8.14 per month per Commercial Customer	$ 12.21 per month per Commercial Customer
2 x week	$8.14 per month per Commercial Customer	$16.28 per month per Commercial Customer	$ 24.42 per month per Commercial Customer
3 x week	$ 12.21 per month per Commercial Customer	$24.42 per month per Commercial Customer	$ 36.63 per month per Commercial Customer
4 x week	$16.28 per month per Commercial Customer	$32.56 per month per Commercial Customer	$ 48.84 per month per Commercial Customer
5 x week	$ 20.35 per month per Commercial Customer	$40.70 per month per Commercial Customer	$ 61.05 per month per Commercial Customer
6 x week	$ 24.42 per month per Commercial Customer	$48.84 per month per Commercial Customer	$ 73.26 per month per Commercial Customer
7 x week	$ 28.49 per month per Commercial Customer	$ 56.98 per month per Commercial Customer	$ 85.47 per month per Commercial Customer

EXHIBIT 3

Rates for Commercial Collection Service

TABLE 11-3: COLLECTION COMPONENT FOR NON-COMPACTED MECHANICAL CONTAINERS ($ per month per Commercial Customer Container)							
Size of Mechanical Container (Cubic	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	7 x week
1	$ 96.80	$187.31	$272.81	$350.57	$ 423.86	$ 491.92	$832.51
2	$162.14	$313.59	$454.82	$586.30	$708.48	$821.76	$1,389.86
3	$203.10	$392.57	$569.01	$733.02	$885.16	$1,025.99	$ 1,734.00
4	$ 225.35	$ 435.25	$630.38	$ 811.43	$979.01	$1,133.77	$ 1,914.41
6	$ 280.06	$540.43	$781.98	$ 1,005.55	$ 1,211.98	$ 1,402.04	$2,364.71
8	$307.74	$ 593.14	$857.23	$ 1,100.95	$1,325.23	$1,530.95	$2,578.47

DISPOSAL COMPONENT FOR COLLECTION SERVICE WITH MECHANICAL CONTAINERS

The disposal component of the Rate shall be calculated using the following formula:

(GENERATION FACTOR PER CUBIC YARD X SIZE CONTAINER X FREQUENCY OF COLLECTION PER WEEK X 4.33 / 2,000) X TIPPING FEE = MONTHLY DISPOSAL COMPONENT

Generation Factor per Non-Compacted Cubic Yard : 90 pounds per Cubic yard
Tipping Fee: $37.60 per ton. (The tipping fee of $37.60 in effect in Fiscal Year 2020; future increases shall be a direct pass through based on tipping fees in effect.)

TABLE 11-4: DISPOSAL COMPONENT CALCULATED FOR NON-COMPACTED MECHANICAL CONTAINERS ($ per month per Commercial Customer Container)							
Size of Mechanical Container (Cubic	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	7 x week
1	$ 7.33	$14.65	$21.98	$ 29.31	$ 36.63	$43.96	$51.28
2	$14.65	$ 29.31	$43.96	$58.61	$73.26	$87.92	$ 102.57
3	$21.98	$ 43.96	$65.94	$87.92	$109.90	$ 131.87	$153.85
4	$29.31	$58.61	$ 87.92	$117.22	$146.53	$175.83	$ 205.14
6	$43.96	$ 87.92	$131.87	$175.83	$ 219.79	$ 463.75	$ 307.71
8	$ 58.61	$117.22	$175.83	$ 234.44	$ 293.05	$351.67	$ 410.28

EXHIBIT 3

Rates for Commercial Collection Service

B. RATES FOR COLLECTION OF COMPACTED SOLID WASTE IN MECHANICAL CONTAINERS

TABLE 11-5: COLLECTION COMPONENT FOR COMPACTED MECHANICAL CONTAINERS

($ per month per Commercial Customer Container)

Size of Mechanical Container (Cubic Yards)	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	7 x week
1	$121.00	$234.14	$339.76	$ 438.21	$529.83	$ 614.90	$ 1,040.63
2	$202.68	$391.99	$568.52	$ 732.88	$885.60	$1,027.19	$1,737.33
3	$253.88	$490.71	$ 711.26	$ 916.27	$ 1,106.45	$ 1,282.49	$ 2,167.50
4	$281.68	$ 544.06	$ [illegible]	$1,014.28	$1,223.76	$ 1,417.21	$ 2,393.02
6	$ 350.08	$ [illegible]	$ 977.47	$1,256.94	$1,514.98	$ 1,752.55	$ 2,955.89
8	$384.67	$741.43	$1,071.54	$1,376.18	$1,656.5[illegible]	$ 1,913.68	$ 3,223.09

DISPOSAL COMPONENT FOR COLLECTION SERVICE WITH MECHANICAL CONTAINERS

The disposal component of the Rate shall be calculated using the following formula:

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Generation Factor per Compacted Cubic Yard: 270 pounds per Cubic yard
Tipping Fee: $37.60 per ton. (The tipping fee of $37.60 in effect in Fiscal Year 2020; future increases shall be a direct pass through based on tipping fees in effect.)

TABLE 11-6: DISPOSAL COMPONENT CALCULATED FOR COMPACTED MECHANICAL CONTAINERS

($ per month per Commercial Customer Container)

Size of Mechanical Container (Cubic Yards)	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	7 x week
1	$ 21.98	$43.96	$65.94	$ 87.92	$ 109.90	$131.87	$153.85
2	$43.96	$ 87.92	$131.87	$175.83	$219.79	$263.75	$307.71
3	$ 65.94	$131.87	$197.81	$263.75	$ 329.69	$395.62	$461.156
4	$ 87.92	$175.83	$263.75	$351.67	$439.58	$ 527.50	$615.41
6	$131.87	$ 263.75	$ 395.62	$527.50	$ 659.37	$791.25	$ 923.12

8	$175.83	$351.67	$ 527.50	$703.33	$ 879.16	$1,055.00	$1,230.83

EXHIBIT 5

PARENT CORPORATION GUARANTEE

THIS GUARANTEE ("Guarantee") is made as of the ____ day of _____, 2019, by _____ Company, Inc., a _____ corporation (the "Guarantor"), to and for the benefit of the County of Charlotte, Florida (the "County") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, _____, Inc. (the "Contractor"), a _____ corporation and a wholly-owned subsidiary of the Guarantor, is entering into an "Exclusive Franchise Agreement ("Agreement") with the County;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee is a condition precedent to the execution by the Contractor and the County of the Agreement, and the County would not enter into the Agreement unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the County to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the County to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver of the payment, performance or observance by the County of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of paragraph 7 hereof, this Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the County and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the

Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the County without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the County on any number of occasions.

6. No failure, omission or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the County. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the County, which consent may be withheld by the County in its sole and absolute discretion. Any attempted assignment in violation of this Guarantee shall be null and void.

8. The obligations of the Guarantor to the County set forth in this Guarantee are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the County shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor and the County irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guarantee shall be brought in the state or federal courts in and for Charlotte County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in paragraph 13 of this Guarantee and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guarantee.

10. Upon payment by the Guarantor of any sum to the County hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guarantee may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guarantee is determined to be unenforceable, the County and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guarantee cannot be reformed, such provision shall be deemed to be severed from this Guarantee, but every other provision of this Guarantee shall remain in full force and effect. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County and may be enforced against Guarantor by the County and any of its successors and assigns. This Guarantee contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the Parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the County of its acceptance of and reliance upon this Guarantee, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the County:

County Administrator
Charlotte County
18500 Murdock Circle
Port Charlotte, Florida 33948
Telephone: (941) xxx-xxxx
Facsimile: (941) xxx-xxxx

Copy to: County Attorney
Charlotte County
18500 Murdock Circle
Port Charlotte, Florida 33948
Telephone: (941) xxx-xxxx
Facsimile: (941) xxx-xxxx

If to the Guarantor: _____
_____
_____
_____
Telephone: _____
Facsimile: _____

Copy to: _____
_____
_____
_____
Telephone: _____
Facsimile: _____

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guarantee.

14. Any termination of this Guarantee shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST: _____**'S PARENT** (Guarantor)

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

[Seal]

Witnesses:

_____
Signature

_____
Print or Type Name

_____
Date

_____
Signature

_____
Print or Type Name

_____
Date

EXHIBIT 6

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

_____ Company
_____
_____
_____
_____
Telephone: _____
Facsimile: _____

SURETY (name, principal place of business, and phone number):

_____
_____
_____

COUNTY:

County Administrator
Charlotte County
18500 Murdock Circle
Port Charlotte, Florida 33948
Telephone: (941) xxx-xxxx
Facsimile: (941) xxx-xxxx

BOND No.
Date: _____
Amount: Seven Million and 00/100 Dollars ($7,000,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, _____ Company, Inc. (hereinafter "CONTRACTOR"), as Principal, and _____, hereinafter "SURETY"), as Surety, are held and firmly bound unto the Charlotte County, Florida (hereinafter "COUNTY"), as Obligee, in the amount of Seven Million and 00/100 Dollars ($7,000,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not

limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 51 ("Damages and Indemnification"); and

WHEREAS, the COUNTY's issuance of an exclusive franchise to the CONTRACTOR, and the COUNTY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Charlotte County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Witnesses:

Signature	Signature
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone	Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

EXHIBIT 7

LIST OF ACCEPTABLE PROGRAM RECYCLABLES

Steel and Tin Cans
Includes steel, tin and aerosol cans, bi-metal containers, and lids composed primarily of whole iron or steel. Paper labels are acceptable. Aerosol cans containing household hazardous waste are not acceptable.

Aluminum
Includes aluminum beverage containers, food trays without food residue, sheets and flexible containers.

Glass
Clear (flint), brown (amber) and green food and beverage jars and bottles. Paper labels on glass containers are acceptable. Metal lids should be removed and included.

PET Plastics (SPI code No. 1)
Examples include but are not limited to: Plastic soft drink, water, sports drink, beer, mouthwash, catsup and salad dressing bottles. Peanut butter, pickle, jelly and jam jars. Ovenable prepared food trays.

HDPE Plastics (SPI code No. 2)
Examples include but are not limited to: Milk, water, juice, cosmetic, shampoo, dish and laundry detergent bottles; yogurt and margarine tubs; grocery, trash and retail bags. Motor oil bottles are not acceptable.

PVC Plastics (SPI code No. 3)
Examples include but are not limited to PVC products such as clear food and non-food packaging.

LDPE Plastics (SPI code No. 4)
Examples include but are not limited to: Dry cleaning, bread and frozen food bags, and squeezable bottles (e.g. honey, mustard).

PP Plastics (SPI code No. 5)
Examples include but are not limited to: Catsup bottles, yogurt containers, margarine tubs, and medicine bottles.

PS Plastics (SPI code No. 6)
Examples include but are not limited to: Compact disc jackets, food service applications, grocery store meat trays, egg cartons, aspirin bottles, cups, plates, and cutlery.

Other Plastics (SPI code No. 7)
Examples include but are not limited to: Three and five-gallon reusable water bottles, some citrus juice and catsup bottles.
Preparation of plastics, glass and metal containers: Remove organics, other contents and

plastic caps, but the inclusion of organics, caps, rings, and labels will not be reason for rejection of Program Recyclables.

Paper Recyclables
Paper Recyclables consist of the following materials, except aged, yellowed, or sunburned paper or water saturated paper.

ONP
All loose or bagged newsprint is acceptable, including all paper which is distributed with or as part of general circulation newspapers.

OCC
All loose or bagged old corrugated cardboard containers that are flattened and either cut down or folded to size, no more than 3 feet by 3 feet. Staples and tape with water-soluble glues do not have to be removed. Wax-coated corrugated cardboard is not acceptable.

Paper Bags
All loose or bagged paper sacks. May be used to hold mixed paper.

Chipboard/Fiberboard/Paperboard
All product packaging materials, such as cereal boxes, packaged food boxes, shoe boxes, and small manufactured item packaging.

Telephone Books
Old telephone directories.

Magazines
Old magazines, including small catalogs and similar printed material with glossy pages.

Mixed Paper
Mixed paper, including shredded paper, including but not limited to the following: junk mail, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper, including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery writing paper, paper envelopes, carbonless (NCR) paper, tabulating cards, facsimile paper and manila folders.

Paper with metallic, carbon, ammonia or non-soluble glue is not acceptable.

EXHIBIT 8

LIST OF COUNTY PROPERTIES RECEIVING COLLECTION SERVICE

Department	Division	Org Name	Location	Container Size	Weekly Pick Up
CCU	East Port WRF	CCU - Wastport WRF	3100 Loveland Blvd	30 yard roll off	req pick up
FCM	Administration	County Admin Bldg - Murdock	Administration & Facilities Bldg D	8 yard and 4yard	8 yrd 3x 4yd 1x
MAINTEN	PW	Maintenance	7000 Florida Street	8 yards	1
FLEET	PW	Fleet Florida Street	7000 Florida Street	8 yards	1
CCU	East Port WRF	CCU - Wastport WRF	3100 Loveland Blvd	4 yard	2
FCM	Medical Examiner	Medical Examiner	Medical Examiner	2 yards	1
CS	P&R	Harold Ave Rec Center (Bat Cage)	23400 Harold Ave	2 yards 8 yards	both 2x
HUM SVC	Human Services	Transit Division Sunshine Ride Grant	25490 Airport Road Punta Gorda	4 yards	1
CCU	CCU Admin	Cooperative Extension	25550 Harborview Rd, Front Bidg A	6 yards	1
CCU	CCU Admin	CCU Admin	25550 Harborview Rd, Front Bidg A	x	x
CCU	CCU Admin	Sanitary Landfill	25550 Harborview Rd, Front Bidg A	x	x
PW	Pest Mgmt	Env Srvc-Pest Mgmt	25550 Harborview Rd	2 yards	1
FCM	Englewood Annex	Englewood Annex	Englewood Annex	4 yards	1
CCU	CCU West Port WRF	CCU- Westport WRF	15005 Cattle Dock Point Rd	2 yard & 4 yard	1
CCU	CCU Fivelands Booster Station	CCU Water Booster Stations	6515 Gasparilla Pines Blvd	1 toter	1
CCU	CCU Rotonda WRF	CCU - Rotonda WFR	3740 Kendall Rd, Cape Haze	2 yards	1
EVENT	Event Center	Events Center	Event Center	96 gallon recycle toter	1
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park - 30 yard flat roll off (2X First half)	30 yards	per ton
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park - 30 yard flat roll off (2X Second half)	x	x
FCM	Airport Rd Annex	Airport Rd Annex	25490 Airport Rd PG (2 X Monthly) First Half of Month	30 yards	per ton
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 01 3631 Tamiami	4 yards	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 01 3631 Tamiami	x	x
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 03 4322 El Jobean	2 yards	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 03 4322 El Jobean	x	x
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 02 1493 Collingswood	8 yards	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 02 1493 Collingswood	x	x
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 12 2001 Luther	8 yards	1

Department	Division	Org Name	Location	Container Size	Weekly Pick Up
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 12 2001 Luther	x	x
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 04 13600 Marathon	toter	1
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 13 6868 San Casa	toter	1
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 14 9494 Placida	toter	2
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 15 13190 Eisenhower	4 yards	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 16 29400 Palm Shores	4 yards	1
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 08 21500 Clinton	4 yard	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 08 21500 Clinton	x	x
FIRE/EMS	Public Safety	Emergency Medical Srvs	Headquarters 26571 Airport	4 yards	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Headquarters 26571 Airport	x	x
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 07 27437 Moony	4 yards	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 11 27055 Rushmore	2 yards	1
FIRE/EMS	Public Safety	Barrier Islands Fire Srvs	Station 10 101 Gasparilla	toter	1
FIRE/EMS	Public Safety	Emergency Medical Srvs	Station 05 26287 Notre Dame	toter	1
FIRE/EMS	Public Safety	Fire Rescue Dept	Station 05 26287 Notre Dame	x	x
HUM SVC	Human Services	Risk Mgmt - Employee Health Clinic	Human Services/Health Clinic Loveland Blvd	4 yard	1.00
HUM SVC	Human Services	Social Srvs	Human Services /Health Clinic Loveland Blvd	x	x
CCU	CCU Burnt Store RO Plant	CCU Burnt Store WTP	17430 Burnt Store Rd, PG	4 yards	1
CCU	CCU Burnt Store WRF Plant	CCU - Water Distribution	17430 Burnt Store Rd, PG	x	x
CCU	CCU Meter Services West City	CCU Meter Services	3560 Haitian Rd, Rotonda	8 yards	1
FLEET	BAS	Fleet Paulson Drive	18000 Paulson Drive	6 yards	1
CCU	CCU Walenda Booster station	CCU Water Booster Stations	17180 Walenda Ave	6 yards	1
PW	M&O	PW M&O	6874 San Casa	6 yards	1
FCM	Family Services Center	Family Service Center	Family Services Center	6 yards	3
CS	Parks	East Park Maintenance	Harbour Heights Park	4 yards	2
CS	Libraries	Library-Port Charlotte	Port Charlotte Library	2 yards	3
CS	Recreation	PC Beach Rec Center	PC Beach Complex	8 yards	2
CS	M&O	East Park Maintenance	PG Shop	8 yards	2
CS	Parks	East Park Maintenance	McGuire Park - Restrooms	4 yards	1
CS	Ballfields	West Park Maintenance	Carmalita Park - Baseball	6 yards 8 yards	both 2x
CS	Parks	East Park Maintenance	Kiwanis Park	6 yards	1
CS	Ballfields	West Park Maintenance	Franz Ross Park	6 yards	2

Department	Division	Org Name	Location	Container Size	Weekly Pick Up
CS	Ballfields	West Park Maintenance	N. Charlotte Regional Park - Ballfields	8 yards	1
CS	Recreation	Tringali Rec Center	Recreation Center	6 yards	2
CS	Parks	East Park Maintenance	Chadwick Park - Pavilion	8 yards	3
CS	Parks	East Park Maintenance	Rotonda Park	8 yards	3
CS	Recreation	SCR Rec Center	S. County Regional Park - Ballfields	4 yards 6 yards	both 2x
CS	Libraries	Library-Murdock	Mid-County Regional Library	8 yards	2
CS	Ballfields	West Park Maintenance	Oyster Creek Regional Park - Ballfields	6 yards	2
CS	Parks	East Park Maintenance	Maracaibo Park	6 yards	1
CS	Parks	Placida Park/ Boca Grande Causeway	6499 Boca Grands CSWY	8 yards	2
CCU	CCU Operations Bldg B - Water	CCU - Wasterwater Collections	25550 Harborview Rd Operations	x	x
CCU	CCU Operations Bldg b - Sewer	CCU - Wasterwater Collections	25550 Harborview Rd Operations	x	x
CCU	CCU Operations Bldg B Admin Whse	CCU Admin	25550 Harborview Rd Operations	8 yards	1
CCU	CCU Operations Bldg B - Water	CCU - Wasterwater Collections	25550 Harborview Rd Operations	x	x
CCU	CCU Operations Bldg b - Sewer	CCU _ Wastewater Collections	25550 Harborview Rd Operations	x	x
CCU	CCU Operations Bldg B - Admin Whse	CCU Admin	25550 Harborview Rd Operations	30 yard roll off	req pick up
CCU	CCU Operations Bldg B - Water	CCU - Wasterwater Collections	25550 Harborview Rd Operations	x	x
CCU	CCU Operations Bldg b - Sewer	CCU _ Wastewater Collections	25550 Harborview Rd Operations	x	x
CCU	CCU Operations Bldg B - Admin Whse	CCU Admin	25550 Harborview Rd Operations	30 yard roll off	req pick up
CS	Charlotte Sports Park	Stadium Improvement -M & O	Chawrlotte Sports Park 2x a month		
CS	Charlotte Sports Park	Stadium Improvement -M & O	Chawrlotte Sports Park 2x a month		
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park (2 X Monthly) Second Half	(2) 20 yards	disposal per ton
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park (2 X Monthly) First Half	(2) 20 yards	disposal per ton
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park - Rays Stadium	8 yards	2
FCM	Facilities Justice Center	Justice Center	Justice Center Recycle	recycle toter	1

Department	Division	Org Name	Location	Container Size	Weekly Pick Up
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park - Rays Stadium	4 yard recycle	2
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park - 25YD Compactor Service	25 yard compactor	per ton
CS	Charlotte Sports Park	Stadium Improvement -M & O	Charlotte Sports Park - 25 YD Compactor Lease Svc Agr	25 yards	compactor lease
CCU	CCU East West Spring Lake	CCU Construction Service	357 Spring Lake Blvd ewcc	6 yards	1
CCU	CCU	CCU Meter Services Pt. Charlotte	19300 Quesada Ave	30 yard	per ton
PR	Bay Heights Park	P&R-Park Maintenance	Bay Heights Park 1000 McCall Rd Englewood	8 yards	2
PR	South County Regional	P&R Park Maintenance	South Regional Park 670 Cooper Street PG 10yds	10 yards	
PR	Edwater Dog Park	P&R Park Maintenance	22410 Glass Lane PG	10 yards	call first
PR	Deep Creek Park	P&R Park Maintenance	25555 Sandhill Blvd.	20 yards and 10 yards	
PW	Murdock Village	Public Works - Landfill	illegal dumping Mapledale Ave/ Collingswood Blvd	40 yards	1 time?
FCM	Facilities	Justice Center	Repairs at Justice Center from Irma	copy of the bill to Linda	as needed
FCM	Facilities	Justice Center	Repairs at Justice Center from Irma	copy of the bill to Linda	as needed
FCM	Facilities	Buiding D	Tarp Distribution Irma	copy of bill to Linda	001
PW	Public Works	JB Yard	Kenniworth	2 yard	1
PR	Harbour Heights Park	P&R Maintenance	27420 Voyaguer Dr. PG 33983	dumpster toter	1
CCU	CCU		17430 Burnt Store Road, PG 33955	10 yard	as needed
PR	Harbour Heights Park	P&R Maintenance	27420 Voyaguer Dr. PG 33983	96 gallon recycle toter	1

EXHIBIT 9

LOCATIONS OF SOLAR COMPACTORS AT COUNTY PARKS

Rotonda Community Park {2)
100 Rotonda Blvd E. Rotonda, FL 33947

Englewood Beach {2)
2100 North Beach Road Englewood, FL 34223

Bayshore Live Oak (2)
23157 Bayshore Rd. Port Charlotte, FL 33980

Live Oak Point {2)
5100 Tamiami Tr. Charlotte Harbor, FL 33980

Bill Coy Preserve {1)
5350 Placida Rd. Englewood, FL 34224

Tippecanoe 2 {1)
16259 Joppa Ave. Port Charlotte, FL 33948

Amberjack Enviro Park {1)
6450 Gasparilla Pines Blvd. Rotonda, FL 33947

Charlotte Flatwoods enviro park (1)
15801 Tamiami Tri. Punta Gorda, FL 33955

Port Charlotte Beach Park (1)
4500 Harbor Blvd., Port Charlotte, FL 33952

EXHIBIT 10

SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined. This hypothetical example assumes the first CPI adjustment will be effective with services rendered on and after October 1, 2021.

CPI Adjustment on October 1, 2021

Current monthly Rate per Dwelling Unit: $10.00

Percentage change in CPI for previous 12-month period: 1.7%

Calculation: $10.00 x 0.017 = $0.17

New monthly Rate per Dwelling Unit: $10.00 + $0.17 = $10.17

CPI Adjustment on October 1, 2022

Current monthly Rate per Dwelling Unit: $10.17

Percentage change in CPI for previous 12-month period: 8.0%

Calculation: $10.17 x 0.04* = $0.4068

New monthly Rate per Dwelling Unit: $10.17 + $0.41 = $10.58

* Note: Pursuant to Section 38.3.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed four percent (4%) in any year. Accordingly, the hypothetical CPI adjustment on October 1, 2022 shall be limited to four percent (4%).

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 3.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Approve and accept Fire Station 10 future site evaluation report, as amended; and
b) Authorize Chairman to execute a resolution for Real Estate Services Manager, or designee, to proceed with necessary steps to negotiate and submit purchase and sale agreement for Board approval.

4 AGENDA

Regular

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action
No action needed. Budgeted in CIP "Fire Station 10 Replacement," as approved in the FY19 budget process. Funding is supplied from Capital Projects Fund and Impact Fees.

Financial Impact Summary Statement
Funding is supplied from Capital Projects Fund and Impact Fees.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Design/Build Team of Magnum Builders and Sweet Sparkman Architects reevaluated available sites for building the replacement for existing Fire Station 10. Prior to evaluation the Design/Build team, in collaboration with the Public Safety Department, created a conceptual fire station design and floor plan to aid in site development evaluation. Reevaluation included eight (8) potential sites comprised of nine (9) parcels. Evaluation criteria included availability, potential construction cost, site development factors, zoning and permitting factors, site size, shape and general suitability, vehicular accessibility, community feedback and other factors.

The Amended Report identifies three (3) shortlisted sites as follows:
30 Bocilla Dr.
61 Gasparilla Way
1 N. Gulf Blvd.
A summary, analysis and site utilization study is included for each shortlisted site, followed by a comparative cost estimate for the three sites.
Authorization for execution of a purchase and sale agreement will be brought back to the Board at a later date.

ATTACHMENTS:

File Name	Description	Upload Date	Type
c221806_FS_#10_Replacement.pdf	FS 10 Replacement CIP	1/31/2019	Backup Material
18519_Char_Co_FS_10_Site_Evaluation_Report-19.02.04_r.pdf	Site Evaluation Report	2/5/2019	Backup Material
Resolution.docx	Resolution	3/1/2019	Backup Material
Barrier_Islands_Fire_Advisory_Board_BCC_Letter_May_5_2019.pdf	Barrier Islands Advisory Board Letter	5/6/2019	Backup Material
18519_Char_Co_FS_10_Site_Evaluation_Report_amended_19.05.06r.pdf	Site Evaluation Report Amended 5.6.19	5/7/2019	Backup Material

FY2019 Capital Improvements Budget / FY 2019 - FY 2024 Project Detail — **Project No. c221605**

GENERAL PROJECT DATA:

Status Existing

Project Title: Fire Station 10 Replacement

Functional Area: Fire/EMS

Department: Facilities Construction and Maintenance

Location: West

CONCURRENCY REQUIREMENTS:

Does project add capacity (Y/N)?: N

Is it required to maintain Level of Service:

- W/in 5 years? List in CIE (Y/N): N
- 6 to 10 years? Monitor (Y/N): N

PROJECT NEED CRITERIA	
Safety	X
Mandate	X
Replace	X
Growth	

PROJECT SCHEDULE	FY19	FY20	FY21	FY22	FY23	FY24
	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Desgn/Arch						
Land/ROW						
Construct						
Equipment						

PROJECT DESCRIPTION:

Demolish existing fire station and rebuild a new fire station on the existing property to meet al
local and state codes as well as Fire/EMS standards.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

Existing station has serious structural and code deficiencies beyond repair.

Prototype station of 6152 SF.

OPERATING BUDGET IMPACT: none

REPLACEMENT COUNTY PROPERTY NO.:

	Prior Actual	Est FY18	(1) Orig. FY19	(2) Est c/o to FY19	(3) New $ FY19	FY19	FY20	FY21	FY22	FY23	FY24	FUTURE	Total
			Calc. for FY19										
EXPENDITURE PLAN (000'S)													
Design/Arch/Eng				450		450							450
Land (or ROW)													
Construction			3,150			3,150							3,150
Other													
Equipment													
Software													
Total Project Cost			3,150	450		3,600							3,600
FUNDING PLAN (000'S)													
Capital Projects Fund			3,064	308	100	3,472							3,472
Impact Fees			86	142	-100	128							128
Total Funding			3,150	450		3,600							3,600
LOAN REPAYMENT SCHEDULE (000'S)													
Total Loan Repayment													
OPERATING BUDGET IMPACT (000'S)													
Personal Svc.													
Non-personal													
Capital													
Total Operating													

SITE EVALUATION REPORT AND RECOMMENDATIONS

CHARLOTTE COUNTY FIRE STATION NO. 10

DECEMBER 20, 2018

CLIENT: CHARLOTTE COUNTY GOVERNMENT
Facilities Construction & Maintenance Department
18500 Murdock Circle, Bldg. D
Port Charlotte, FL 33948
T 941.743.1995
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David Milligan, PLA, FASLA, LEED AP ID+C, *Director*
Roger A. Warner, PMP, Manager-Facilities

DESIGN BUILD TEAM:

CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

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CIVIL ENGINEERING CONSULTANT

JOHNSON ENGINEERING, INC.
Christopher D. Beers, P.E., P.S.M., Branch Manager

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Executive Summary

Summary:

Charlotte County Government is replacing the existing Fire Station No. 10 currently located at 101 Gasparilla Way. The size of the new fire station is approximately 5,800 square feet. The final size of the fire station will be determined after a more thorough design is realized in the schematic design and design development phases of the project. Charlotte County Government has contracted with the Design-Build Team of Magnum Builders and Sweet Sparkman Architects to evaluate multiple possible sites for the new fire station to determine the best location. The recommended location of the new fire station will be based on pre-established evaluation criteria and recommendations put forth in this report. Consideration will be given to the existing site as well as other potential sites that are available as researched by Charlotte County Government Real estate Department.

At the projects onset, Charlotte County and the Design Build Team evaluated six (6) available sites for the new fire station. Several of the sites were eliminated from further consideration due to costs, environmental impacts or other factors that made the redevelopment difficult. Ultimately, two (2) short listed sites were selected for further consideration. The existing site was also added for consideration bringing the total to three (3) potential sites. A location map is included with this report that identifies where each of the potential sites is located on Palm Island in Charlotte County.

The evaluation criteria for these sites include ownership, zoning, visibility, size, shape, general suitability, accessibility, site development constraints, availability, cost and other criteria as required, as well as feedback from the community. This report contains detailed site analysis summaries for each of the three (3) potential sites, a matrix that displays the evaluation criteria for all three sites, a site utilization study that helps in determining whether or not there is sufficient space available on the site to accommodate the fire station building, parking, storm water areas and vehicular access and service. In addition to the aforementioned studies, conceptual cost estimates are included to better understand the impacts of developing each of the sites unique conditions.

Recommendations:

Based on the information gathered and evaluated in this report regarding the three (3) potential sites for the new Fire Station, the following comments summarize and justify the final ranking.

#1 Ranking: 61 Gasparilla Way (Site B)

The site located at 61 Gasparilla is ranked number one (1). The site is located in close proximity to the existing station and is a familiar presence in the neighborhood. The site acreage is more than sufficient to accommodate the new station and associated area required for construction activity to occur. There are no existing structures directly adjacent to the property and as a result, costly shoring to protect structures is not required. Building on the site would allow the existing station to remain operational during the construction process. To offset the site acquisition costs, once the new station is operational, the existing site can be sold.

Other advantages include minimal site clearing, no impact of wetlands, and due to the site area, no storm water detention/storage is required. This simplifies the site permitting process as well as site development. The site is in close proximity to the established waterfront access for fire rescue operations. It should be noted that the cost of this property is not known at the time of this report. If it is determined that the site acquisition costs exceed the County limits, the ranking of the site would require adjustment.

#2 Ranking: 1 N Gulf Blvd. (Site C)

The site located on 1 N Gulf Blvd. is ranked number two (2). The site provides ample land area for the development of the fire station and associated elements. The location is ideal for a public facility of this nature. It is isolated from neighboring residences and is highly visible to the public. The access road is paved and its close proximity to the ferry landing places it at an ideal location for construction activities, deliveries etc. The developable portion of the parcel has a zoning and future land use designation that allows for emergency services use. There are no existing structures directly adjacent to the property and as a result, costly shoring to protect structures is not required. Building on the site would allow the existing station to remain operational during the construction process. To offset the site acquisition costs, once the new station is operational, the existing site can be sold.

Although the property has deep water access, significant Army Corp and EPA permitting will be required to take advantage of this opportunity. Due to the size of the property, storm water detention and attenuation would be required. The development will require a SWFWMD permit. The site is home to several gopher tortoises which would need to be appropriately relocated. There is a signification amount of vegetation that will need to be appropriately cleared, including compliance with the County Tree Ordinance. Additionally a 25' buffer will need to be established to protect the wetlands on the north portion of the site. A wetland jurisdictional line will need to be established to ensure appropriate separation and preservation. The property is composed of both the land area north and south of Gulf Blvd. The parcel would need to be subdivided due to the current Owner's wishes to maintain the portion south of Gulf Blvd.

The parcel is well suited for the proposed fire station development. It should be noted that the cost of this property is not known at the time of this report. If it is determined that the site acquisition costs exceed the County limits, the ranking of the site would require adjustment.

#3 Ranking: 101 Gasparilla Way (Site A)

The site Located at 101 Gasparilla Way is ranked number three (3). This site houses the existing fire station. Building the new station on this site would require the demolition of the existing station in order to make the appropriate land area available for the future development. As a result, temporary Fire Rescue facilities would need to be made available to maintain operation on the island. The cost of this could be significant (refer to conceptual cost estimates). Due to proximity of an adjacent structure, costly shoring to protect existing foundations may be required.

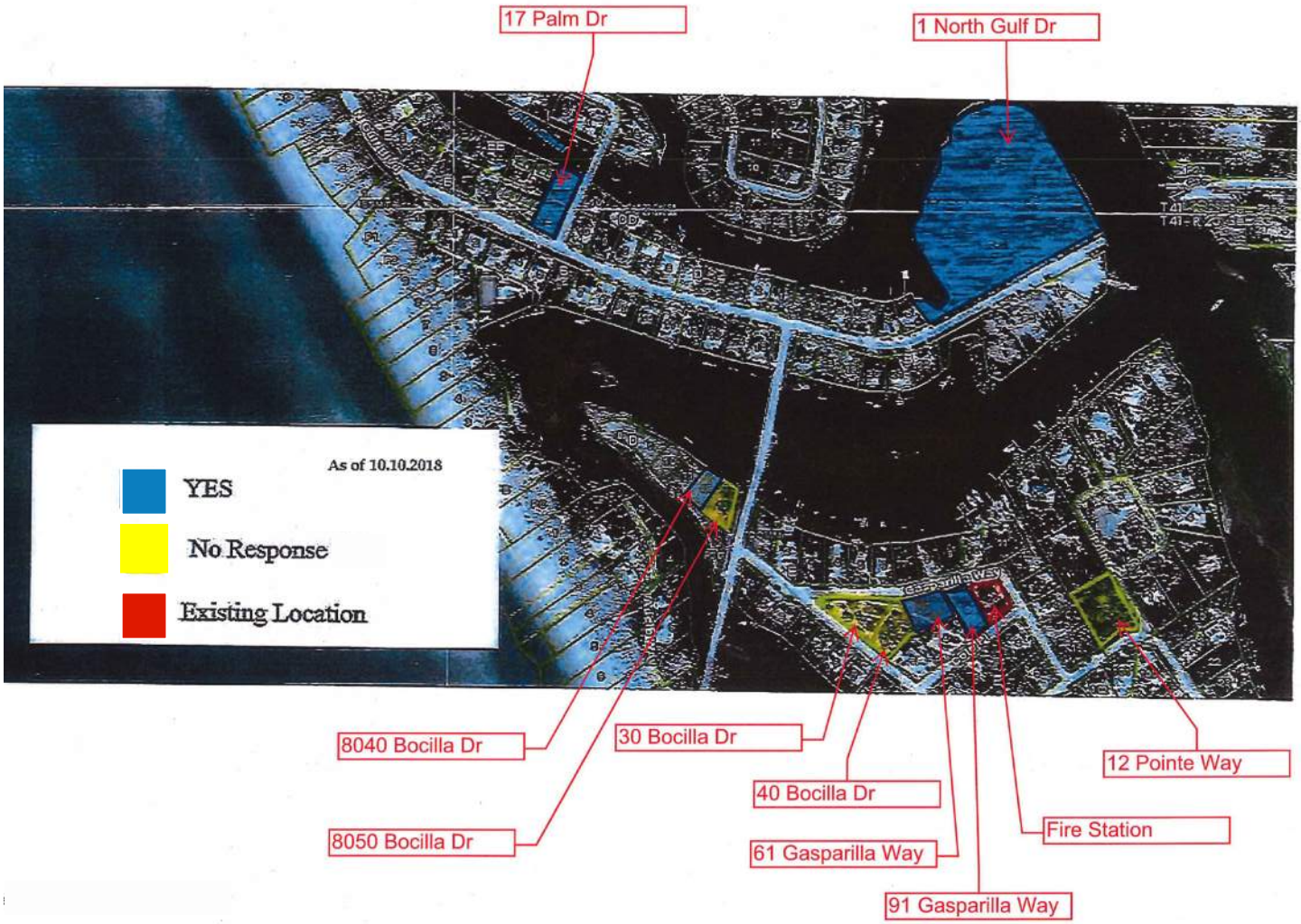
The land area although limited, is sufficient to accommodate the new station and related construction activities. If this site is selected, it is recommended that the easement (Cole Place) just south of the station be acquired in order to provide ample room for the new station. Some advantages of the site include familiar presence with the community, established waterfront access, County owned and zoning designation is approved for fire station use.

General Summary:

Based on the information gathered and evaluated in this report, the results conclude that all three sites are appropriate for the development of the new station. There are factors associated with each site that separate them in the ranking; construction cost and land area being the most critical. Site B and Site C are ideal from an available land area perspective but the development of Site A (existing) is also achievable. Per the conceptual estimates included with this report, the development of Site A will be the most costly.

The acquisition costs of sites B and C in comparison to the cost of a temporary station associated with Site A will need to be considered for final rankings.

Sites Identified by Charlotte County Real Estate



The map above provided by Charlotte County indicates all parcels that were originally identified as possible sites for the new station. Several of the sites were eliminated from further consideration due to unresponsive property owners, suitability, environmental impacts or other factors that made the redevelopment difficult or not feasible.

Short Listed Sites & Location Map

Site Key - 3 Potential Sites

SITE A (Existing):	**101 GASPARILLA WAY, PLACIDA, FL 33946**
SITE B:	**61 GASPARILLA WAY, PLACIDA, FL 33946**
SITE C:	**1 N GULF BLVD, PLACIDA, FL 33946**

Two (2) short listed sites were selected for further consideration. The existing site was also added for consideration bringing the total to three (3) potential sites

Site Evaluation Criteria

- Location (proximity to ferry, residences, water access etc.)
- Site Area/Geometry - Ability to accommodate Fire Station
- Zoning Information (setbacks, allowable use, buildable area)
- Permitting requirements
- FEMA - BFE
- Wetlands
- Available Utilities
- Sufficient area on site for stormwater detention/drainage/treatment
- Sufficient area for septic system/Drain Field
- Wildlife/ Protected Species
- Site Access (Roads)
- Existing Structures/Obstructions
- Site Development Cost Comparisons
- Construction Logistics/Site Utilization
- Site Specific Permitting Requirements

SITE A - EXISTING | 101 GASPARILLA WAY

Vital Information

SITE AREA :	**13,516 SF or .31 acres**
ADDRESS:	**101 Gasparilla Way Placida, Florida 33946**
FUTURE LAND USE:	**Public Lands & Facilities**
ZONING:	**BBI with Special Exception for a Fire Station / EMS Facility**
FLOOD ZONE:	**15 VE – Base Flood Elevation = 15.00' Average site topo – ELEV 5.6'**
SITE ACCESS:	**Gasparilla Way (Compacted Sand)**

SITE A - Existing

101 GASPARILLA WAY, PLACIDA, FL 33946

Description:

The existing site houses Charlotte County Fire Station #10. It sits on a corner lot at 101 Gasparilla Way in Placida, Florida (on Palm Island). The parcel is comprised of one trapezoidal shaped lot, approximately 13,115 square feet or .30 acres in size. The site is the smallest of all the sites being considered on Palm Island. The existing fire station is a 4,000 SF, 2-story building that dates back to 1974. It appears the current fire station would need to be demolished to accommodate the new fire station. Due to the age of the structure, hazardous material testing is recommended. The current site offers limited space for site amenities that include parking, storm water and mechanical/generator yards.

The site is zoned BBI but has a special exception for a fire station/EMS facility. Future Land Use is designated as Public Lands & Facilities. The site is owned by Charlotte County. A storm water management plan would be required for redevelopment. The site, located in FEMA Flood Zone 15VE is an area prone to flooding. As a result, the base flood elevation is 15.00' and no habitable area shall be constructed below this elevation. This will result in a 2-story fire station with apparatus storage on grade with living quarters above.

General Comments:

The existing site is the smallest site being considered. However, the site is familiar to both the community of Palm Island and the Charlotte County Fire Department and is centrally located on the island. Although the current site layout has limited parking, the firefighters have found off-site locations to park their cars and use a golf cart for transportation to the ferry landing.

Recognizing that the small site size may pose challenges accommodating parking, storm water and mechanical yards, there may be an opportunity to vacate the alley (Cole Place) which runs directly south of the property. This may result in additional square footage for development. Vehicular access to the site is good via Gasparilla Way. This is an unpaved road that is currently utilized by the fire station. A fire line was also recently installed at the northwest property line. This is an added benefit as most of the other sites being considered lack this essential utility.

Existing Site Recommendation:

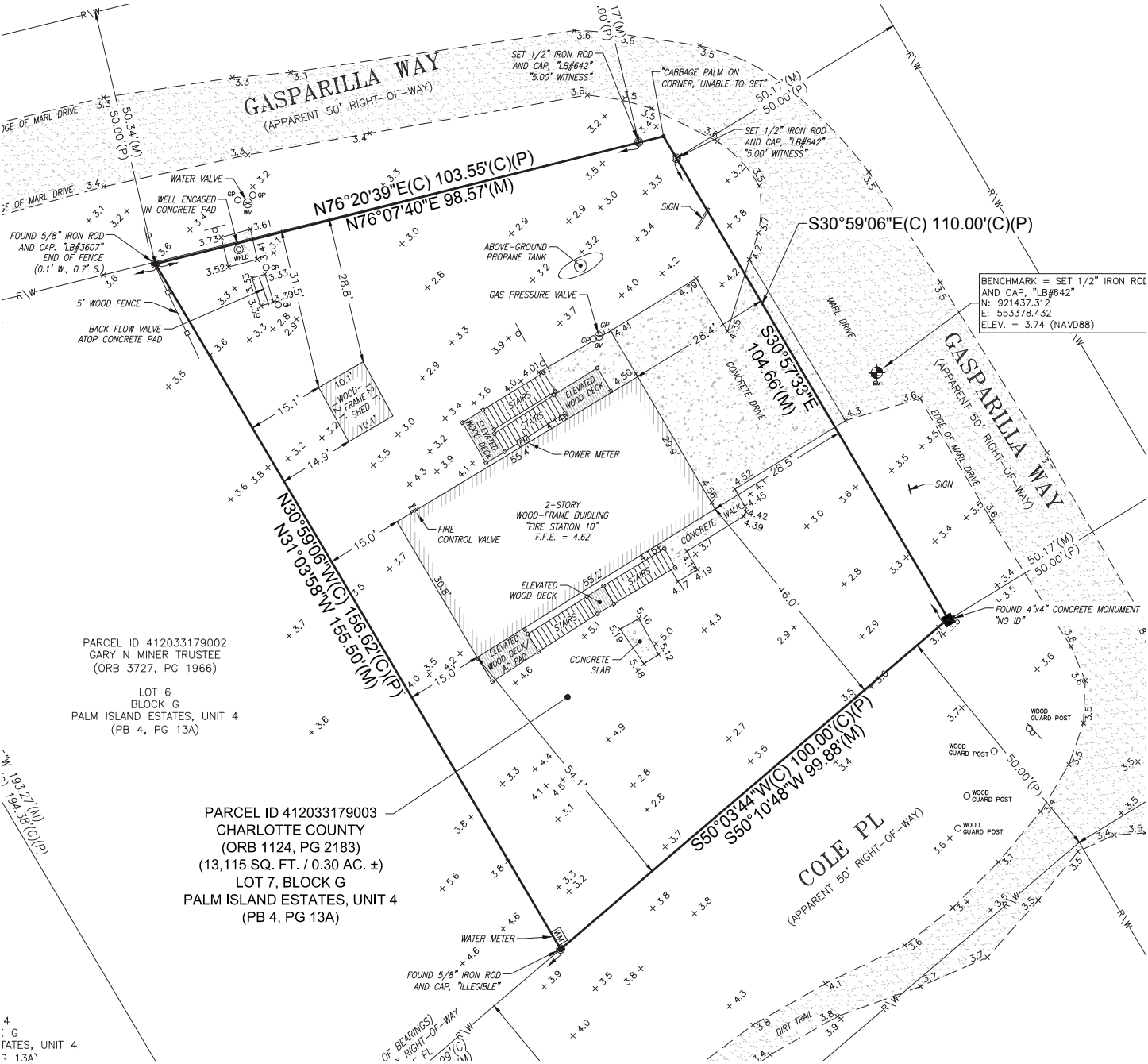
This site is ranked #3 and meets the criteria for the development of the new fire station. The limited land area is the primary driver of its ranking.

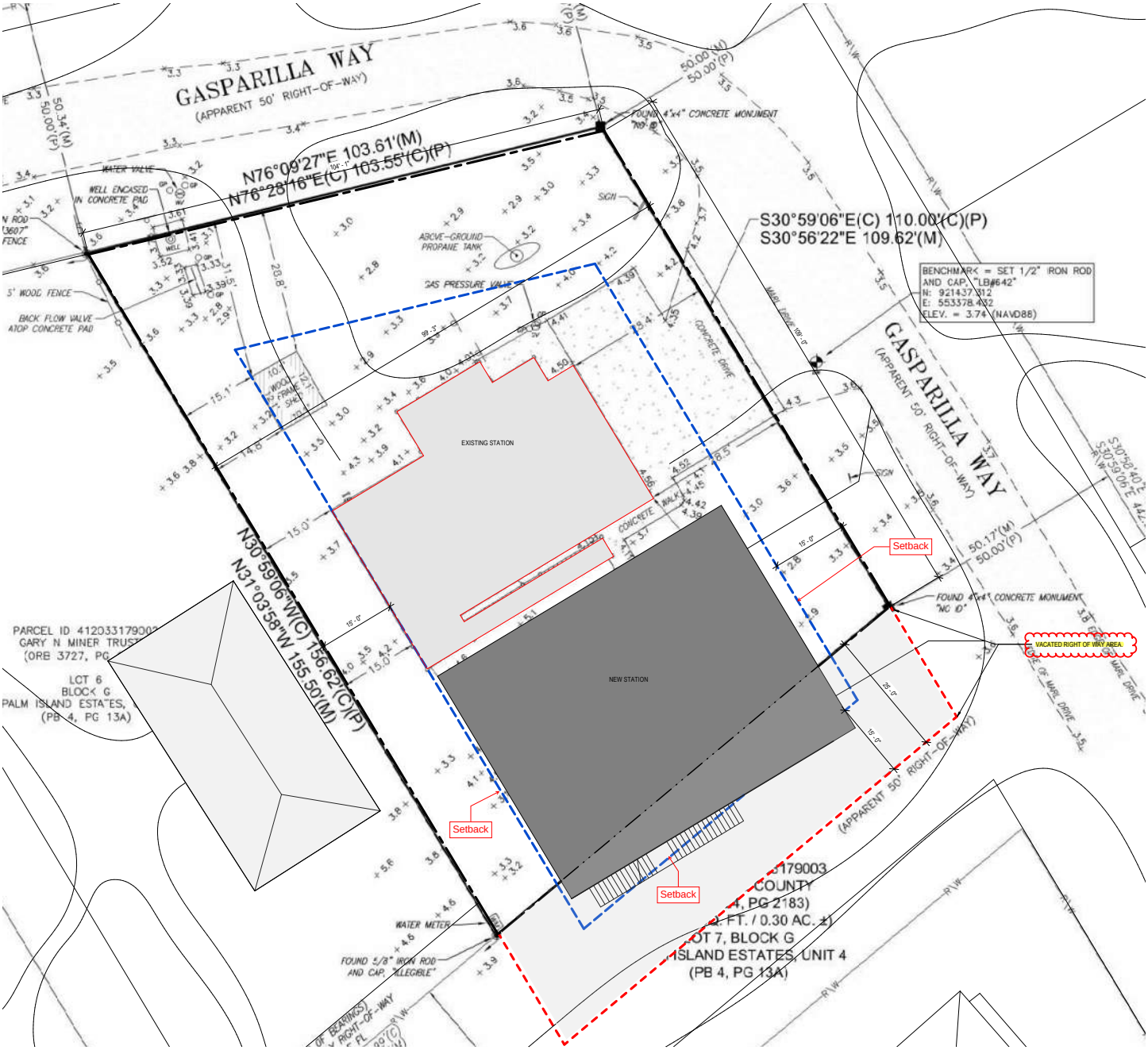
Pros:

- Fire line installed
- Water access is available across the street
- Site is currently owned by Charlotte County
- Familiarity as current fire station site
- Zoned for fire station use
- Centrally located

Cons:

- Will need to demolish current fire station
- Temporary fire station will be required
- Land area is limited
- Shoring may be required to protect adjacent structure
- Gopher tortoise removal is required
- Located in a residential area
- Sand road access


GASPARILLA WAY
(APPARENT 50' RIGHT-OF-WAY)
N76°20'39"E(C) 103.55'(C)(P)
N76°07'40"E 98.57'(M)
S30°59'06"E(C) 110.00'(C)(P)
S30°57'33"E
104.66'(M)
N30°59'06"W(C) 156.62'(C)(P)
N31°03'58"W 155.50'(M)
S50°03'44"W(C) 100.00'(C)(P)
S50°10'48"W 99.88'(M)
COLE PL
(APPARENT 50' RIGHT-OF-WAY)
BENCHMARK = SET 1/2" IRON ROD AND CAP, "LB#642"
N: 921437.312
E: 553378.432
ELEV. = 3.74 (NAVD88)
FOUND 5/8" IRON ROD AND CAP, "LB#3607" END OF FENCE (0.1' W., 0.7' S.)
5' WOOD FENCE
BACK FLOW VALVE ATOP CONCRETE PAD
WATER VALVE
WELL ENCASED IN CONCRETE PAD
SET 1/2" IRON ROD AND CAP, "LB#642" "5.00' WITNESS"
"CABBAGE PALM ON CORNER, UNABLE TO SET"
ABOVE-GROUND PROPANE TANK
GAS PRESSURE VALVE
POWER METER
FIRE CONTROL VALVE
2-STORY WOOD-FRAME BUIDLING "FIRE STATION 10" F.F.E. = 4.62
ELEVATED WOOD DECK
CONCRETE SLAB
CONCRETE DRIVE
MARL DRIVE
EDGE OF MARL DRIVE
SIGN
FOUND 4"x4" CONCRETE MONUMENT "NO ID"
WOOD GUARD POST
PARCEL ID 412033179002
GARY N MINER TRUSTEE
(ORB 3727, PG 1966)
LOT 6
BLOCK G
PALM ISLAND ESTATES, UNIT 4
(PB 4, PG 13A)
PARCEL ID 412033179003
CHARLOTTE COUNTY
(ORB 1124, PG 2183)
(13,115 SQ. FT. / 0.30 AC. ±)
LOT 7, BLOCK G
PALM ISLAND ESTATES, UNIT 4
(PB 4, PG 13A)
WATER METER
FOUND 5/8" IRON ROD AND CAP, "ILLEGIBLE"
DIRT TRAIL



Description:

The above site study was done in order to determine if the new fire station could be constructed on the current site while the existing station remained operational. It was determined that the site is not large enough to accommodate this approach.

Gasparilla Way
Gasparilla Way
7
2
3
1
6
4
5
15'- 0"
15'- 0"
Site Key
1. 5,835 Fire Station
2. Concrete driveway apron
3. Parking
4. Mechanical / Generator Yard
5. Septic Tank / Drain Field
6. Storm water Detention
7. Apparatus entrance / Dispatch
-.- Property Line
- - Setbacks
0
25
50
100ft

Name of Project: Charlotte County Fire Station 10
Estimate: Conceptual (Existing Site)
Drawings Dated: 10/8/2018
Architect: Sweet Sparkman Architects

CSI SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Comments
1	GENERAL CONDITIONS				$ 593,909	incl. ferry fees, permit fees & testing fees
2	SITEWORK				$ 335,515	
3	CONCRETE				$ 314,722	
4	MASONRY				$ 93,968	
5	METALS				$ 149,500	
6	WOODS & PLASTICS				$ 102,891	
7	THERMAL AND MOISTURE PROTECTION				$ 94,000	
8	OPENINGS				$ 127,000	
9	FINISHES				$ 148,369	
10	SPECIALTIES				$ 49,867	
11	EQUIPMENT				$ 25,000	
12	FURNISHINGS (OWNER FF&E & EQUIPMENT)				$ 70,000	
13	SPECIAL EQUIPMENT				$ 30,000	
14	ELEVATORS				$ 71,500	
21	FIRE SUPPRESSION				$ 14,670	
22	PLUMBING				$ 72,020	
23	HEATING, VENTILATING & AIR CONDITIONING				$ 116,700	
26	ELECTRICAL				$ 232,050	
28	ELECTRONIC SAFETY & SECURITY				$ 12,000	
30	INDIRECT COSTS (CONTINGENCY/INSURANCES/BONDS/CM FEE, ETC)				$ 656,946	
31	DESIGN FEES/PRECONSTRUCTION				$ 398,757	
32	TEMPORARY FIRE STATION FACILITY ALLOWANCE				$ 200,000	
	MAGNUM BUILDERS PROJECT TOTAL BUDGET:				$ 3,909,383	

Total GMP Budget: $3,600,000.00

Current Project Budget Surplus or (Shortfall): ($309,383.30)

No Land Purchase or Boat Dock Access Included

SITE B | 61 GASPARILLA WAY

Vital Information

SITE AREA :	20,000 SF or .46 acres
ADDRESS:	61 Gasparilla Way Placida, Florida 33946
FUTURE LAND USE:	Coastal Residential
ZONING:	BBI _ Bridgeless Barrier Island
FLOOD ZONE:	15 VE – Base Flood Elevation = 15.00’
SITE ACCESS:	Gasparilla Way (Compacted Sand)

Site B

61 GASPARILLA WAY, PLACIDA, FL 33946

Description:

Site B is located at 61 Gasparilla Way in Placida, Florida (on Palm Island) and is comprised of one lot which is rhombus shaped. The site is just two (2) lots west of the current fire station site. The parcel is approximately 20,000 square feet or .46 acres. The site is currently undeveloped, mostly pervious and comprised of native vegetation. Driveways bisect the property and provides access to the homes south of the subject parcel.

The site is zoned BBI and will require a Special Exception for a fire station/EMS Facility use. Future Land Use is designated as Coastal Residential. The property is privately Owned. A storm water management plan would be required to develop the site as a fire station. The site, located in FEMA Flood Zone 15VE is an area prone to flooding. As a result, the base flood elevation is 15.00' and no habitable area shall be constructed below this elevation. This will result in a 2-story fire station with apparatus storage on grade with living quarters above.

General Comments:

Site B is centrally located on Palm Island. Vehicular access to the site is good via Gasparilla Way. This is an un-paved road although the current fire station access utilizes this same unpaved road. The site is wide enough for the fire station but the limited depth would require the apparatus to back-into the facility.

Visibility to the site is limited and located in a primarily residential area, although the location of the current fire station just two (2) lots to the east make the station a familiar presence in the area. Utilities to the site are limited. Although a water line runs along Gasparilla Way and is suitable for fire protection, the site is without a fire line back flow which would be an essential part of the new development.

Site B Recommendation:

This site is ranked #1 and meets the criteria for the development of the new fire station.

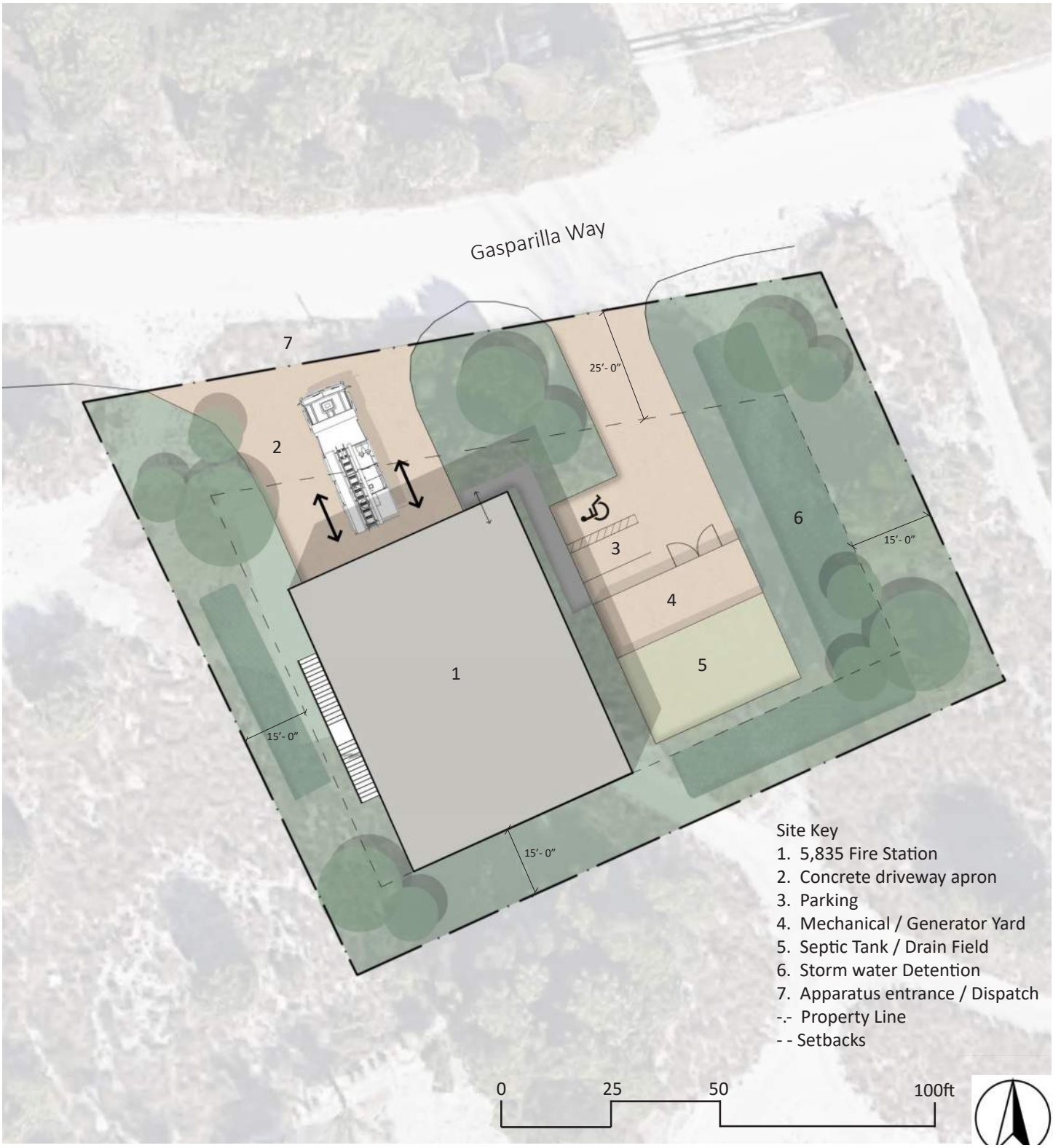
Pros:

- Centrally located
- Vehicular site access is good
- Geometry and land area of site is suitable for proposed development
- Ample space for construction staging and packing
- Water access is available across the street
- Familiar presence - Close proximity to existing station
- Site clearing fairly minimal
- Existing fire station can remain operational
- Existing site can be sold once new station is completed

Cons:

- Requires the purchase of the property
- Site is privately owned
- Directly adjacent to several residences
- No fire line back flow assembly
- Property zoning would require special exception

Note: Dimensions are provided by Charlotte County Graphic Information System (GIS). Dimensions to be verified.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6. Storm water Detention
7. Apparatus entrance / Dispatch
-.- Property Line
- - Setbacks
0
25
50
100ft

Name of Project: Charlotte County Fire Station 10
Estimate: Conceptual (61 Gasparilla Way Site)
Drawings Dated: 10/8/2018
Architect: Sweet Sparkman Architects

CSI SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Comments
1	GENERAL CONDITIONS				$ 610,409	incl. ferry fees, permit fees & testing fees
2	SITEWORK				$ 290,175	
3	CONCRETE				$ 319,722	
4	MASONRY				$ 93,968	
5	METALS				$ 149,500	
6	WOODS & PLASTICS				$ 102,891	
7	THERMAL AND MOISTURE PROTECTION				$ 94,000	
8	OPENINGS				$ 127,000	
9	FINISHES				$ 148,369	
10	SPECIALTIES				$ 49,867	
11	EQUIPMENT				$ 25,000	
12	FURNISHINGS (OWNER FF&E & EQUIPMENT)				$ 70,000	
13	SPECIAL EQUIPMENT				$ 30,000	
14	ELEVATORS				$ 71,500	
21	FIRE SUPPRESSION				$ 14,670	
22	PLUMBING				$ 72,020	
23	HEATING, VENTILATING & AIR CONDITIONING				$ 116,700	
26	ELECTRICAL				$ 232,050	
28	ELECTRONIC SAFETY & SECURITY				$ 12,000	
30	INDIRECT COSTS (CONTINGENCY/INSURANCES/BONDS/CM FEE, ETC)				$ 671,142	
31	DESIGN FEES/PRECONSTRUCTION				$ 398,757	
32	TEMPORARY FIRE STATION FACILITY				$ -	
	MAGNUM BUILDERS PROJECT TOTAL BUDGET:				$ 3,699,739	

Total GMP Budget: $3,600,000.00

Current Project Budget Surplus or (Shortfall): ($99,739.15)

No Land Purchase or Boat Dock Access Included

SITE C | 1 NORTH GULF BLVD.

Vital Information

SITE AREA :	49,000 SF (of Upland area) or 1.12 acres
ADDRESS:	1 North Gulf Boulevard Placida, Florida 33946
FUTURE LAND USE:	Coastal Residential, Preservation
ZONING:	ES _ Environmentally Sensitive RMF-T_Residential Multi-Family Tourist
FLOOD ZONE:	14VE / 15VE Zone – Base Flood Elevation = 14.00' / 15.00'
SITE ACCESS:	North Gulf Boulevard (Paved Access)

Site C

1 NORTH GULF BLVD, PLACIDA, FL 33946

Description:

Site C is located at 1 North Gulf Blvd and is comprised of one parcel which is organic in shape. The site is approximately 49,000 sf of upland area or 1.12 acres. The site is currently undeveloped, mostly pervious and comprised of native vegetation. The north perimeter of the site is composed primarily of wet lands but the site still provides more than ample developable area.

The site is zoned ES (Environmentally Sensitive) and RMF-T(Residential Multi-Family-Tourist) with a Future Land use designation of Costal Residential and Preservation. Research concluded that the Zoning district and Future Land Use designations allow Emergency Services use. A storm water management plan will be required to develop the site as a fire station. The site, located in FEMA Flood Zone 15VE is an area prone to flooding. As a result, the base flood elevation is 15.00' and no habitable area shall be constructed below this elevation. This will result in a 2-story fire station with apparatus storage on grade with living quarters above.

General Comments:

Site C is exceptionally located directly adjacent to the ferry landing. Vehicular access to the site is excellent via North Gulf Boulevard, a paved road. There is ample land area to accommodate the new station, mechanical yard, generator, septic system and storm water detention. The property has direct waterfront access which could be taken advantage of by providing a dock for boat access. Due to the presence of wetlands on the property it will be critical that the new development not encroach on the wetland jurisdictional line. Additionally the development will require a 25' minimum buffer separating it from the wetlands.

Visibility to the site is excellent as the property faces North Gulf Boulevard. Utilities to the site are limited. Although a water line runs along North Gulf Boulevard, the site is without a fire line back flow which would be an essential part of the new development.

Site C Recommendation:

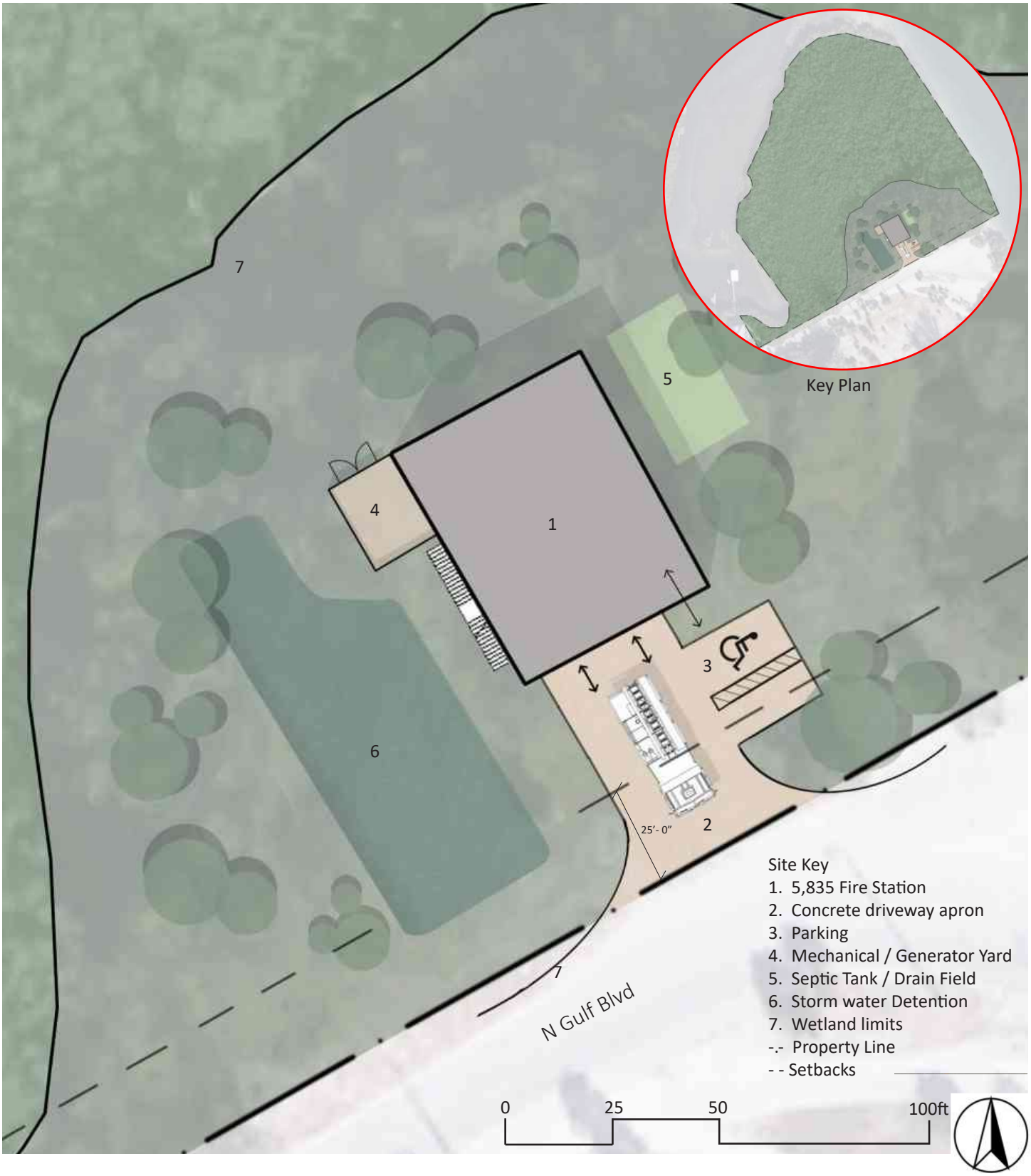
The site is ranked #2 and meets the criteria for the development of the new fire station.
Pros:

- Paved road access
- Close proximity to ferry service
- Centrally located
- Ample space for staging and packing
- Space for future expansion
- Located north of bridge
- No residences in close proximity
- Existing fire station can remain operational
- Existing site can be sold once new station is completed
- Current zoning designation RMF-T includes Emergency Services as an allowed use
- Waterfront to deep water access

Cons:

- Requires the purchase of the property
- Site is privately owned
- Will require land clearing and extensive site work
- No fire line back flow assembly
- The property contains extensive wetlands and a 25' buffer will need to be established
- Numerous Gopher Tortoises inhabit the property
- The parcel will need to be subdivided
- Army Corp. and EPA permitting will be required to gain waterfront access

Note: Dimensions are provided by Charlotte County Graphic Information System (GIS). Dimensions to be verified.


7
5
Key Plan
4
1
3
6
25'- 0"
2
7
N Gulf Blvd
Site Key
1. 5,835 Fire Station
2. Concrete driveway apron
3. Parking
4. Mechanical / Generator Yard
5. Septic Tank / Drain Field
6. Storm water Detention
7. Wetland limits
-.- Property Line
- - Setbacks
0
25
50
100ft

Name of Project: Charlotte County Fire Station 10
Estimate: Conceptual (1 Palm Site)
Drawings Dated: 10/8/2018
Architect: Sweet Sparkman Architects

MAGNUM BUILDERS

CSI SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Comments
1	GENERAL CONDITIONS				$ 625,409	incl. ferry fees, permit fees & testing fees
2	SITEWORK				$ 485,300	
3	CONCRETE				$ 324,722	
4	MASONRY				$ 93,968	
5	METALS				$ 149,500	
6	WOODS & PLASTICS				$ 102,891	
7	THERMAL AND MOISTURE PROTECTION				$ 94,000	
8	OPENINGS				$ 127,000	
9	FINISHES				$ 148,369	
10	SPECIALTIES				$ 49,867	
11	EQUIPMENT				$ 25,000	
12	FURNISHINGS (OWNER FF&E & EQUIPMENT)				$ 70,000	
13	SPECIAL EQUIPMENT				$ 30,000	
14	ELEVATORS				$ 71,500	
21	FIRE SUPPRESSION				$ 14,670	
22	PLUMBING				$ 72,020	
23	HEATING, VENTILATING & AIR CONDITIONING				$ 116,700	
26	ELECTRICAL				$ 232,050	
28	ELECTRONIC SAFETY & SECURITY				$ 12,000	
30	INDIRECT COSTS (CONTINGENCY/INSURANCES/BONDS/CM FEE, ETC)				$ 674,346	
31	DESIGN FEES/PRECONSTRUCTION				$ 398,757	
32	TEMPORARY FIRE STATION ALLOWANCE				$ -	
	MAGNUM BUILDERS PROJECT TOTAL BUDGET:				$ 3,918,069	

Total GMP Budget: $3,600,000.00

Current Project Budget Surplus or (Shortfall): ($318,068.85)

No Land Purchase or Boat Dock Access Included

Site Grading Matrix

EVALUATION CATEGORIES	WEIGHTING FACTOR (WF)	SITE A Existing 101 Gasparilla		SITE B 61 Gasparilla		SITE C 1 N Gulf	
			xWF		xWF		xWF
LAND OWNERSHIP/ AQUISITION	5	3	15	1	5	1	5
CONSTRUCTION COSTS (site specific)	5	2	10	3	15	2	10
NO WETLAND IMPACT	5	3	15	3	15	2	10
NO OPERATION DISRUPTION*	5	1	5	3	15	3	15
PERMITTING DURATION**	4	3	12	3	12	2	8
SIZE (land area)	4	1	4	2	8	3	12
SITE STORMWATER SELF CERTIFICATION***	3	3	9	3	9	1	3
VEHICLE ACCESSIBILITY	3	2	6	2	6	3	9
COMMUNITY VISIBILITY	2	1	2	1	2	3	6
SITE SHAPE /GEOMETRY	2	1	2	3	6	3	6
ZONING	2	3	6	1	2	3	6
TOTAL POINTS			86		95		90
RANKINGS			3		1		2

** No Operation Disruption: This category represents the advantage of maintaining ongoing operation of the existing fire station while the new station is built offsite. Building on the existing site would require operations to be relocated to a temporary facility for the construction duration of the new station.*

***Permitting Duration: This category relates to the complexity and duration of the permitting process as it relates to a specific site. A positive score for this category indicates a simpler permitting process in comparison to the other sites that are being evaluated.*

**** Site Stormwater/Self Certification: This category represents the site requirements related to stormwater management. Smaller sites qualify for "Self-certification" which allows the Civil Engineer of record to certify the stormwater design without a SWFWMD standard review process. Additionally, sites that can be self-certified are not required to provide stormwater detention; only treatment is required.*

Description:

The above matrix includes categories that align with the criteria that is being used in this report to evaluated the identified sites. The categories are organized by most valuable to least valuable (top to bottom). The categories are ranked by a weighting factor of 1-5. The available points for each category are between 1-3. The weighting factors are multiplied by the amount of points that each site achieves in a given category.

Based on the site evaluations the ranking for the three sites are as follows:

#1: 61 Gasparilla Way

#2: 101 Gasparilla Way

#3: 1 N Gulf Blvd.

Refer to Executive Summary for recommendations.

CHARLOTTE COUNTY
FLORIDA

SWEET SPARKMAN
ARCHITECTS

MAGNUM
BUILDERS

R E S O L U T I O N
NUMBER 2019-

_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA AUTHORIZING AND DIRECTING THE ACQUISITION BY VOLUNTARY PURCHASE OF ANY REAL PROPERTY THAT MAY BE REQUIRED FOR THE RELOCATION OF FIRE STATION #10 (PALM ISLAND).

RECITALS

WHEREAS, under section 125.355, Florida Statutes, the Board of County Commissioners may authorize the acquisition of real property for any public purpose; and

WHEREAS, in order to provide fire and emergency services to the residents of Palm Island, the acquisition of certain parcels for this public purpose is required; and

WHEREAS, some of the parcels may be available for voluntary purchase.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, that:

The Real Estate Services Manager, or his designee, with the advice and counsel of the County Attorney's Office is authorized to:

1. Negotiate for the acquisition of any such parcels where such acquisitions do not exceed the value indicated by an independent appraisal which is approved by County staff;

2. Negotiate for the acquisition of any such parcels that become available through voluntary purchase.

3. After subsequent Board approval, execute all necessary documents and pay the acquisition costs of said parcels including, but not limited to, usual and customary closing costs and the County's legal fees for the acquisition of said parcels.

4. Dispose of said parcels in accordance with County disposal guidelines should said parcels no longer be required for a public purpose at a future date.

PASSED AND DULY ADOPTED this ____day of _____, 2019.

BOARD OF COUNTY OMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney

LR19-0151 _____
(PSP)

May 5, 2019

Gentlemen and Commissioners,

The Barrier Islands MSBU Advisory Board met Friday, April 26th, for the first and only time since the Fire Station 10 Site Evaluation Report was published on February 19th. Since shortly after the Fire Station 10 Site Evaluation Report was published on February 19th, several citizens and advisory board members have pointed out errors and questioned specific items in the bloated cost estimates which included $485k in site work on one site, >$70k for a single stop elevator and 55% of the project in indirect costs. At the April 9th BCC meeting, you Commissioners questioned the quality of the proposed estimates as well and then voted to delay the site selection requesting the assistant county administrator refine the cost estimates and review an additional site (30 Bocilla). Following this, we contacted you and Mr. Mortimer requesting he and the authors of the report come out to the island and meet with interested islanders to understand the issues we had raised with the report and to facilitate this refinement process. I also asked for info on a recent comparable fire station project. (*Note Addendum 1 shows the Fire Station 10 project forecast is nearly TWICE the cost of Sweet-Sparkman's 2015 Captiva Island Firehouse - $795sf vs $414sf.*) We understand use of Guaranteed Maximum Price, but the GMP must be grounded in reality to support informed decision-making.

<u>$300k Contingency + $300k Bloated Estimates</u>

As of this date, our questions remain unanswered save one which came in updated estimates actually received during our advisory board meeting. We contended $485k for site work on 1 N. Gulf Blvd was at least $180k too high. The new estimate agreed and reduced this line item by almost $200k. Our other $265K in questioned costs remain unanswered. The building cost estimates have been purposely obfuscated and were collapsed into a single lump sum. Further, this lump sum building cost increased without explanation by another $41k. This extra $306k of fat is contingency on each category (HVAC, plumbing, elevator, etc.), but there is also a separate overall project contingency of $300k, in effect a contingency on contingency. This $606k contingency is not refining the estimates as you had requested. This $606k excess plus the proceeds from proper sale of the existing firehouse, indicates the $3.6m allocated budget is more than adequate to cover property acquisition as well on even the most expensive site. The expected land costs are still unknown. It should also be noted that at the MSBU meeting, we learned the owner of the Palm Island Transit, Mr. Beckstead, offered to provide discounted ferry fees if the fire station is built on N Gulf, further reducing the cost disparity between that site and Gasparilla Way.

<u>Citizen Input, Special Board Meeting</u>

Despite our questions and requests being ignored, the advisory board was urged to develop a "position" (site preference and "willingness to pay") to present the BCC. Lacking needed information, we asked if we could call a properly noticed "special" advisory board meeting once we received answers to our open inquiries. We were told that this was likely not be allowed and that a county attorney would need to be consulted. We moved on to citizen input while we waited to hear back from a county attorney. Four citizens attended and voiced their support of the site at 1 N. Gulf Blvd for Fire Station 10. As a reminder, the citizen input at the April 9th BCC meeting had several citizens speaking in support of the site at 1 N. Gulf Blvd. (The only other speaker questioned the site selection process and requested adding 30 Bocilla Drive to the evaluation.) We want the county to make the best decision covering all our public safety needs as well as and other county projects. While we heard CCSO would have ATV space, but we do not see if other current or near-future needs of the CCSO can be met (desk, cruiser parking, etc.). Also, I have not seen any impact of the June 2019–

March 2020 bridge re-decking project. If a site is selected south of this bridge, this project could be either delayed or the 170 large dump/concrete trucks would be impacting a very new wooden bridge deck.

Taking a Poll in the Dark

With the details now obscured in the "lump sum" building cost line item and with no more info than what was deemed inadequate by the BCC at your April 9th meeting, the advisory board had too many open questions to make an informed decision about a site. We did poll members of the advisory board for their site preferences at this point in time and for any willingness to pay more than the current MSBU fire rates. To be clear, the advisory board is assuming the overall project will be credited for sale proceeds of the existing firehouse in addressing potential project costs in excess of the $3.6m allocated. We were told by Mr. Mortimer that the land costs could be spread over 10 years at very low interest rate, so the advisory board addressed this as an annual cap to be charged to units in the MSBU for the 10 years. Results of the advisory board polling follow:

Site Preference	Willing to Pay
1 N Gulf	$100
South of Bridge (61 Gasparilla or 30 Bocilla)	$100
1 N Gulf	$100
South of Bridge (61 Gasparilla or 30 Bocilla)	$ 25
No Preference	$ 0

The members who preferred "south of the bridge" cited concern that they would have no fire service if the bridge was out of service. Deputy Chief Fair assured the committee that a planned outage of the bridge would not result in an interruption of service. Unplanned interruptions are incredibly unlikely given the concrete pilings and infrastructure.

Our advisory board members take our responsibility to make the best recommendations seriously. This is particularly important in this case because our MSBU is in effect the backstop for any cost overruns, and as such the advisory board is entitled to full disclosure of the cost estimates. We also respect the Florida Sunshine Laws which prevent us from discussing the project outside these quarterly meetings – and this is the only meeting we have had since being informed Mr. Mortimer wanted to hear unanimous support for a site through the MSBU. It is imperative we and you all have the best information available to make informed decisions. Having our questions ignored, being told by Mr. Mortimer that "citizen engagement is not productive for the work we do", and not being provided requested information has kept us from reaching consensus to give you clear guidance. In any event, the $100 MSBU 10 year charge supported by three of the five advisory board members is more than enough to cover the worst case scenario of the MSBU paying the full cost of the 1 N. Gulf Blvd property (as of yet un-negotiated but the county mentioned $750k) over 10 years at a 3% rate results in an annual payment of approximately $78,697 and is roughly $99.62 for each residential unit and $49.81 for vacant lots.

We reiterate our requests for information and would appreciate the BCC taking steps to ensure we are provided information to fulfill our responsibilities to collaborate with and to make informed recommendations to the BCC.

Respectfully,

Candyce Cohen

Candyce Cohen, Chair
Barrier Islands Fire Advisory Board

See Addenda following

Addendum 1:

Comparable - Will Charlotte County Pay Twice the Price of the 2015 Captiva Island Fire Station?

Lacking information on similar fire station project as we requested, we went about conducting our own research and didn't have to go very far. This information was provided IN THE MAGNUM BID SUBMISSION and verified in publicly available Lee County records, and, as you will see below, demonstrates the excessive fat and cost exaggerations in the County's proposed budget. Once the fat is removed, there should be enough money in the budget to pay for the land. From page 71 of Magnum's bid submittal, the Captiva Fire Station is presented as an example of a recently accomplished similar project - citing Barrier Island Fire Station, Island Context, Limited Access and Multi-Story. This 9000sf structure, almost twice the size of our project, was completed in mid-2015 for a cost of just under $2.9m. If we take out the design budget costs, the refined budget costs show Fire Station 10 is forecast to cost $3.38m. If we further remove the ferry fees (*Note Addendum 2)* stated in this new conceptual budget to make it more comparable to the Captiva project, we are looking at $3.18m - for a structure less than half the size of the Captiva project. **I provided this information with Mr. Mortimer on April 24th, but I would hope someone in Charlotte County administration is conducting similar research.**

Using Lee County records, this fire station is closer to 10,000sf comprised of roughly 7000sf air-conditioned and 3000sf equipment bays and porch. This 7000sf is almost twice the size of our estimated 3500-4000sf for Fire Station 10. On a comparable basis, in 2015 Lee County and Captiva were able to build a fire station twice as large for $280k less than the estimated budget provided April 26th (and compensating for ferry fees allowance). While we realize some materials costs have increased, we don't see a doubling of costs in the past 4 years — and that is what Charlotte County is being asked to believe. Given the refusal of Mr. Mortimer to provide detailed costs to the MSBU advisory board, and his outrageous statement to members of the MSBU board that "citizen engagement is not productive for the work we do", it raises serious questions about the quality of the work that was done by and the motivations of Mr. Mortimer's office in regard to this project.

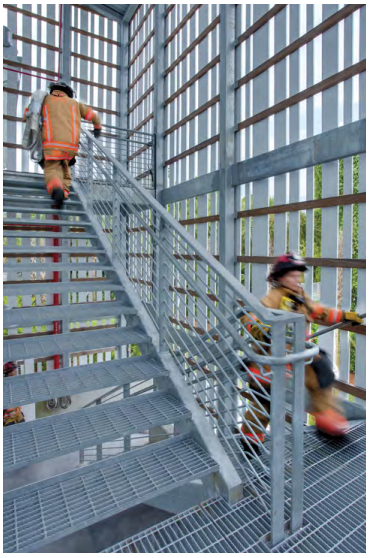
	Captiva FS	Charlotte FS10
Year Built	2015	2019-2020
Sq Footage (AC)	7,000	4,000
Construction Costs (excl. design & fees ferry)	$2,896,804	$3,178,722
Equipment Bays	3	2
Bunk Rooms	6	3
Price per air-conditioned sq.ft.	$414	$795

The Captiva fire station has 3 equipment bays large enough for ladder trucks, an elevated design including an elevated generator, sleeps 6 and has administrative offices, a large EMS support room, a decontamination room, a work room, a day room, report writing room and a training room to ramp up community training for CPR, etc. All this was completed for **$280k LESS** than the refined estimates for Fire Station 10. It is unclear if design costs were included in the Captiva cost so we have taken the most conservative assumption and removed them from the comparison. All this was found in Magnum's bid submission.

Captiva Fire Station CAPTIVA ISLAND, FLORIDA

Relevance

BARRIER ISLAND FIRE STATION • ISLAND CONTEXT • LIMITED ACCESS • MULTI-STORY



Project Details

9,000 SF
$2,896,804.00
Completion Date: 2015

Project Contact

Rich Dickerson,
Fire Chief
Captiva Island
Fire Control District
P 239.472.9494

Sweet Sparkman Architects served as Architect of Record for the Captiva Fire Station located in the historic district of Captiva Island, Florida.

This 9,000 SF, two-story fire barrier-island station was completed in 2015. The program for the new Fire Station includes (3) back-in Apparatus Bays with administration offices on the ground floor. Above the bays are the Living Quarters with bunk rooms that accommodate (6) fire fighters. Also included is a Fitness Room, Day Room, Report Writing and Kitchen with a dining area.

The design aesthetic is based on the vernacular style of architecture of the neighboring buildings -some dating back to the turn of the century. The approval process was comprised of site entitlements include a rezoning, Site and Development Plan approval, conducting meetings with the Captiva Civic Association, neighborhood groups, Commissioners and Lee County staff. The project was delivered under the estimated budget.

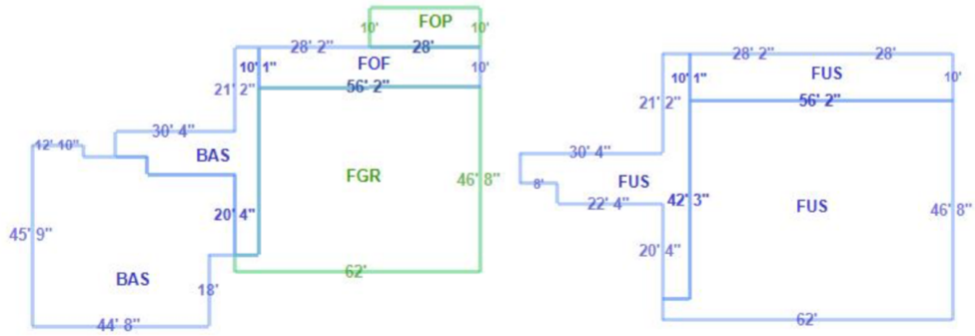
1. Schedule Control
   Regularly scheduled Owner/ Architect/Contractor meetings and consistent project oversight kept the Fire Station project on schedule.
2. Cost Control
   Sweet Sparkman Architects provided phased construction estimates as part of their services to ensure the project was delivered within the initial project budget. The construction documents included a series of alternates which the Owner chose to accept based on available funds.
3. Construction problems and resolution -
   Captiva Fire Station is at the northern tip of Captiva Island. Despite the challenge of material delivery and the available labor force, the station was completed on schedule and received recognition from Firehouse Magazine
4. Public Safety criteria addressed
   Captive Fire Station includes fire and EMS Public Safety.
5. Projects with limited access
   Captiva Fire Station was constructed on the site of the existing station. As a result, a temporary fire station was established prior to building demolition. Limited site area required off-site staging and storage areas adjacent to the project site.

Bedrooms	Bathrooms	Year Built	Effective Year Built
0	0.0	2015	2015

Building Subareas

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	599
BAS - BASE	Y	2,014
FGR - FINISHED GARAGE	N	2,644
FOF - FAIR OFFICE	Y	564
FOP - FINISHED OPEN PORCH	N	280
FUS - FINISHED UPPER STORY	Y	599
FUS - FINISHED UPPER STORY	Y	2,644
FUS - FINISHED UPPER STORY	Y	564

FOP – Porch	280sf
FOF – Office (AC)	564sf
BAS – Base (AC)	2613sf
FGR – Garage	2644sf
FUS – Finished 2nd FL (AC)	3807sf
-- Total AC Area	6984sf
-- Total non-AC Area	2924df



Addendum 2: **Ferry Fees Are Not The Great Unknown – Additional $60k in Contingency**

Refining estimates would normally include trying to get closer to a real sum. The Budget distributed during our April 26th meeting showed $200k as a Ferry Allowance. While I understand the GMP includes factoring in the risk of the ferry service as an unknown, this value is easily determined. The $200k is at least $60k high, almost 50% on top of a list price approach. I note that of the "runner-up" bidders, FPC, had taken the time to estimate costs of the Ferry using list prices from the Palm Island Transit website. FPC scoped out use of passbooks and efficiently managing their deliveries over an 8-month project timeline. This risk cost could be reduced further if discounts to these published "list prices" can be negotiated with Palm Island Transit, who have expressed willingness to work with the county on the 1 N. Gulf Site as that site offers the owner of Palm Island Transit benefits in the form of additional security and a deterrent to vandalism at the ferry landing.
From p. 14 of 18-194_submittal_FPC_Part_2.pdf:

Active construction time: 8 months (173 working days)
5 POV's per day (average)
1 large vehicle delivery per day (average)
ESTIMATED FERRY COST:
5 POV'S/DAY X $38/TRIP + 1 LARGE VEHICLE/DAY X $600/TRIP) x173 days = **$137,000**

Again, in refining the estimates, a discussion with the ferry operator might reduce this number even further and once again this information was provided to Mr. Mortimer on April 24th.

In Summary

In summary, as chair of the advisory board and a member of the Palm Island Estates board, and as a working member of a small lead group of island residents, we have done extensive formal and informal polling of residents and the desire for the N Gulf site is overwhelming. It is clear from our analysis of the costs, and comparing them to the Captiva Island project, there will be enough money in the budget to pay for the N Gulf property. Further, the polling of the advisory board indicated 3 of the 5 willing to pay up to $100 a year in our MSBU, which, as explained in the MSBU summary, is more than enough to pay for the land in the worst case scenario that there will not be enough funds remaining from the $3.6 budget. In regard to the 2 advisory board members that preferred a location south of the bridge (Gasparilla or Bocilla), Deputy Chief Fair clearly stated that there will never be an issue for a planned outage as equipment is staged. Now that the bridge is DOT rated and the foundation is concrete, an unplanned outage in not conceivable short of a force majeure event so the fear of outage does not have a logical foundation. Therefore, for the good of the future growth of the Island as I have shared with this group numerous times over the past two months, I most strongly request that fire station 10 be built at 1 N Gulf.

SITE EVALUATION REPORT
Amendment #1

CHARLOTTE COUNTY FIRE STATION NO. 10

May 6, 2019

CLIENT: CHARLOTTE COUNTY GOVERNMENT
Facilities Construction & Maintenance Department
18500 Murdock Circle, Bldg. D
Port Charlotte, FL 33948
T 941.743.1995
F 941.743.1568
Gary Burdahl, *Project Manager*
David Milligan, PLA, FASLA, LEED AP ID+C, *Director*
Roger A. Warner, PMP, Manager-Facilities

DESIGN BUILD TEAM:

CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

MAGNUM BUILDERS, INC.
4545 Northgate Court
Sarasota, Florida 34234
T 1.941.351.5560
www.magnumbuilders.com
Michael L. Baltzer, President, mbaltzer@magnumbuilders.com
Clint Riley, Vice President, criley@magnumbuilders.com

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Karl Bernhard, AIA, NCARB, Project Manager, *kbernhard@sweetsparkman.com*

CIVIL ENGINEERING CONSULTANT

JOHNSON ENGINEERING, INC.
Christopher D. Beers, P.E., P.S.M., Branch Manager

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Cost Estimate Comparison.....PAGE 22

Executive Summary

Summary:

Charlotte County Government is replacing the existing Fire Station No. 10 currently located at 101 Gasparilla Way on Palm Island. The size of the new fire station is planned to be approximately 5,800 square feet. Charlotte County Government has contracted with the Design-Build Team of Magnum Builders and Sweet Sparkman Architects to evaluate multiple sites for the development of the new fire station to determine the most appropriate and feasible location. Consideration will be given to the potential sites that are available as researched by Charlotte County Government Real Estate Department.

A preliminary site evaluation report was issued on December 20th, 2018. The County held a community work shop shortly after where additional community feedback was gathered. This amended report is being issued to address the concerns that have been expressed by the community as well as the Commissioners.

At the projects onset, Charlotte County and the Design Build Team considered nine (9) parcels (total of 8 sites) for the new fire station. Several of the sites were eliminated from further consideration due to availability, land area constraints, environmental impacts or other factors that made the redevelopment not feasible. The sites that were initially considered are as follows:

1. 91 Gasparilla Way
   - Site does not meet minimum criteria
2. 61 Gasparilla Way
   - Site is available and has been short listed
3. 30 Bocilla Drive
   -Site is available and has been short listed
4. 40 Bocilla Drive
   - Site does not meet minimum criteria
5. 8040 Bocilla Drive and 8050 Bocilla Drive
   - Parcels 8050 and 8040 would need to be combined to meet land area criteria.
   - Parcel 8040 is available but alone does not meet minimum criteria.
   - A certified letter was issued to the owner of Parcel 8050. No response was received.
6. 17 Palm Drive
   - Site does not meet minimum criteria
7. 1 N Gulf Blvd.
   - Site is available and has been short listed
8. 12 Pointe Way
   - No response from property owner – certified mail sent 4.16.19

Of the nine parcels listed above, three (3) short listed sites have been selected for further evaluation.

- 30 Bocilla Drive (Site A)
- 61 Gasparilla Way (Site B)
- 1 N. Gulf Blvd. (Site C)

Executive Summary (continued)

The evaluation criteria for the short listed sites include availability, land acquisition costs, zoning constraints, visibility, size, shape, general suitability, accessibility, site development constraints, site development cost, permitting requirements, wetland impacts and other criteria as described herein. Regarding wetland impacts, none of the sites provided advantages for wetland mitigation. Feedback from the community was also considered when evaluating the sites and establishing criteria. Some of the feedback includes:

- Consider appropriate land area to incorporate sufficient storm water treatment.
- The sites under consideration should include adequate parking for community.
- Provide accurate site development cost comparisons.
- Is dock access required?
- Fire station development to be located in a visually prominent area.
- Fire station development may be better suited in an area separated from residential neighborhoods.
- Verify presence of protected species.
- Land acquisition costs need to be considered.
- County to consider the sale of the existing fire station and associated parcel to offset cost of new station development.
- Certified letters should be mailed to property owners that did not respond to originally submitted land availability requests.

The following steps have been taken by the County and Design-Build team to address the above referenced community and commissioner concerns:

- Certified mail letters have been sent to property Owners to determine availability of parcels under review.
- Appraisals for all available properties have been ordered to determine land acquisition costs.
- It has been confirmed by the Fire Department that a boat dock is not required for their operations on the island. Providing water access emergency services is outside of their available operations.
- As a part of this revised report, criteria is being included that acknowledges the advantages of developing the new station in an area that is visible to the public and reasonably separated from residential areas.
- Updated site development cost analysis are included in this revised report.
- Parking requirements were further evaluated. Per the Fire Department, staff does not utilize parking on the island. Vehicles are left on the mainland prior to boarding the ferry. However, area for parking has been considered in the analysis of the sites under review.

This report contains site analysis summaries and pros / cons for each of the three (3) short listed sites. Additionally, site utilization studies are included to determine site suitability. In addition to the aforementioned studies, a conceptual cost estimate comparison is included to better understand the impacts of developing each of the sites unique conditions.

General Site Overviews:

30 Bocilla Drive (SITE A)

30 Bocilla Drive is located four parcels west of the existing fire station. The parcel is a three sided corner lot that inherently provides separation from adjacent residences while promoting a prominent visual presence. Although the land area is sufficient to accommodate the new fire station, due to its unusual geometry it may not have sufficient area to accommodate construction staging. There are no existing structures adjacent to the property. Development of the site would involve minimal land clearing and will have no potential impact to wetlands. The access road is compacted sand. Development of a fire station on this parcel will require a special exception review by zoning to allow for emergency operations use.

61 Gasparilla Way (SITE B)

61 Gasparilla Way is located two parcels west of the existing station and if developed would be a familiar presence in the neighborhood. The land area is sufficient to accommodate the new station and associated construction staging. The geometry of the site is well suited for the development of the new station. Development of the site would involve minimal land clearing and will have no potential impact to wetlands. The site is in close proximity to an established waterfront access point for fire rescue operations. The access road is compacted sand. Development of a fire station on this parcel will require a special exception review by zoning to allow for emergency operations use.

1 N Gulf Blvd. (Site C)

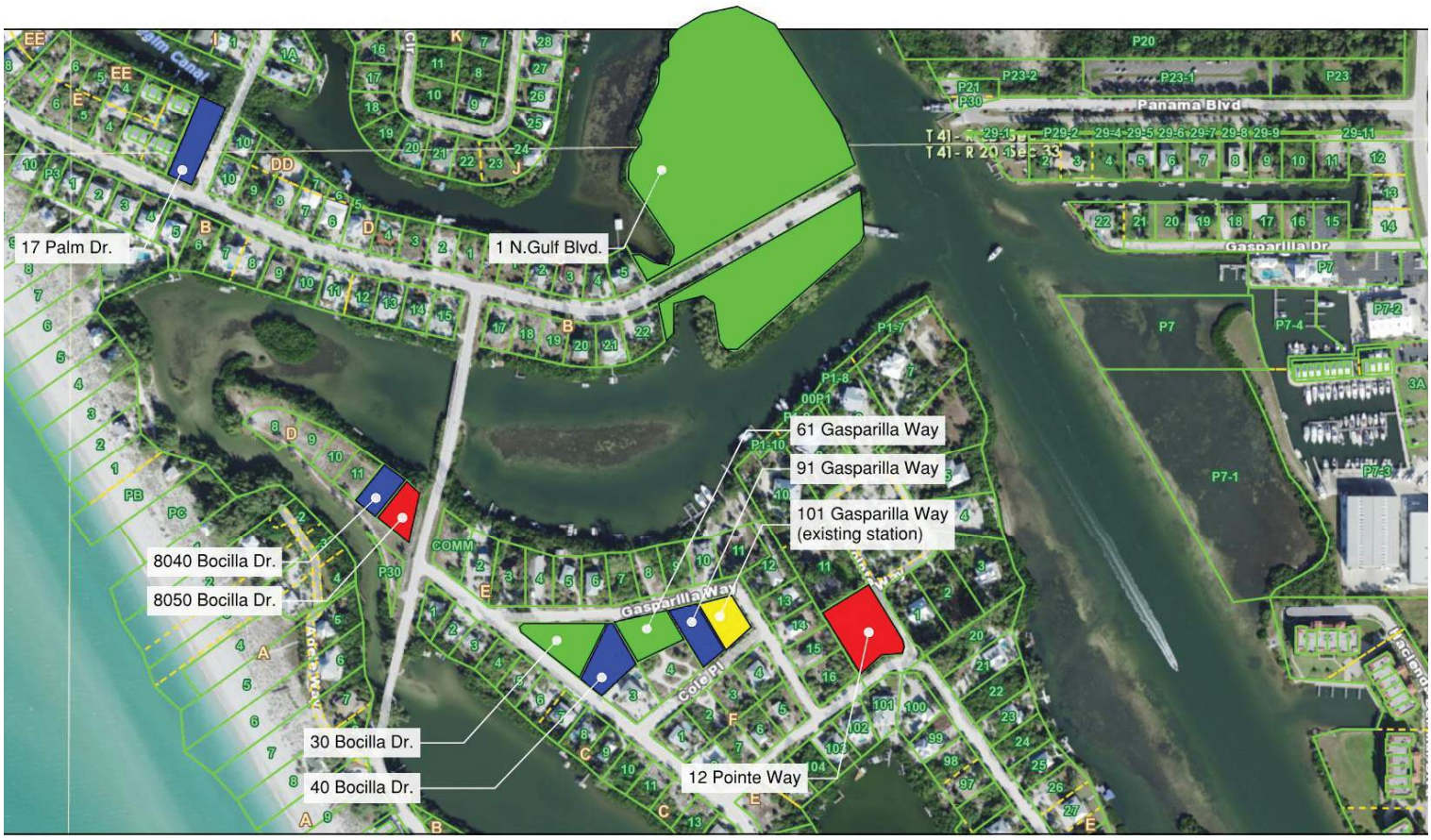
The site located on 1 N Gulf Blvd. provides ample land area for the development of the fire station. It is isolated from neighboring residences and is highly visible to the public. The access road is paved and its close proximity to the ferry landing places it at a convenient location for construction activities, deliveries etc. The developable portion of the parcel has a zoning and future land use designation that allows for emergency services use. There are no existing structures directly adjacent to the property.

Although the property has deep water access, significant Army Corp and EPA permitting will be required to take advantage of this opportunity. Due to the size of the parcel, the development will require a SWFWMD permit as it will exceed the ability to “self-certify the site”. An environmental assessment was performed that identified a number of gopher tortoises which would need to be appropriately relocated. There is a signification amount of vegetation that will need to be appropriately cleared, including compliance with the County Tree Ordinance. Additionally, a 25’ buffer will need to be established to protect the wetlands on the north portion of the site. This reduces the available developable land area. A wetland jurisdictional line will need to be established to ensure appropriate separation and preservation. The property is composed of both the land area north and south of N.Gulf Blvd. The parcel would need to be divided due to the current Owner’s wishes to retain the portion south of N. Gulf Blvd.

General Summary:

Based on the information gathered and evaluated, the results conclude that all three sites are appropriate for the development of the new station. Cost variations associated with site development of the three sites are negligible. The significant factors when considering site selection include land acquisition costs, location and developable land area.

Sites Identified by Charlotte County Real Estate



Legend

- Site of existing fire station
- Available sites that meet minimum criteria
- Site does not meet minimum criteria
- No response from property owner (certified letters issued)

The map above indicates all parcels that were identified by the Charlotte County Real Estate Department. As part of the site evaluation process, all of the referenced parcels were reviewed for availability and suitablility.

Short Listed Sites Location Map

Site Key - Short Listed Sites

SITE A	**30 BOCILLA DR., PLACIDA, FL 33946**
SITE B:	**61 GASPARILLA WAY, PLACIDA, FL 33946**
SITE C:	**1 N GULF BLVD, PLACIDA, FL 33946**

Site Evaluation Criteria

- Location (proximity to ferry, residences, water access etc.)
- Site Area/Geometry - Ability to accommodate Fire Station
- Zoning Information (setbacks, allowable use, buildable area, buffer requirements)
- Permitting requirements
- FEMA - BFE
- Wetland impacts
- Available Utilities
- Sufficient area on site for stormwater detention/drainage/treatment
- Sufficient area for septic system/Drain Field
- Wildlife/ Protected Species
- Site Access (Roads)
- Existing Structures/Obstructions
- Site Development Costs
- Construction Logistics/Site Utilization
- Site Specific Permitting Requirements
- Land acquisition costs

SITE A | 30 BOCILLA AVE

Vital Information

SITE AREA :	21,400 SF or .50 acres
ADDRESS:	30 Bocilla Drive Placida, Florida 33946
FUTURE LAND USE:	Coastal Residential
ZONING:	BBI -Special Exception will be required.
FLOOD ZONE:	15 VE – Base Flood Elevation = 15.00'
SITE ACCESS:	Gasparilla Way (Compacted Sand)
SETBACKS:	Front: 25' | Side yard: 7.5' | Rear: N/A
BUFFER REQUIREMENTS:	15' assumed (Type B)- verification required via special exception

SITE A

30 BOCILLA DRIVE, PLACIDA, FL 33946

Description:

The site is located on a corner lot at 30 Bocilla Drive in Placida, Florida. The parcel is composed of a triangle shaped lot, approximately 21,400 square feet or .50 acres in size. The developable land area is approximately 10,600 square feet. The site is currently undeveloped, mostly pervious and comprised of sparse native vegetation.

The site is zoned BBI and will require a special exception to allow for the development of a Fire Station/EMS facility. The site is privately owned and is for sale. The site, located in FEMA Flood Zone 15VE is an area prone to flooding. As a result, the base flood elevation is 15.00' and no habitable area shall be constructed below this elevation.

Pros and Cons:

Pros:

- The site is for sale
- Located in close proximity to existing station
- Vehicular site access is good
- Neighborhood is familiar with Fire operations
- Situated on a three sided corner lot providing separation from other residences
- Required site clearing is fairly minimal
- Sufficient buildable area
- Sufficient land area for parking

Cons:

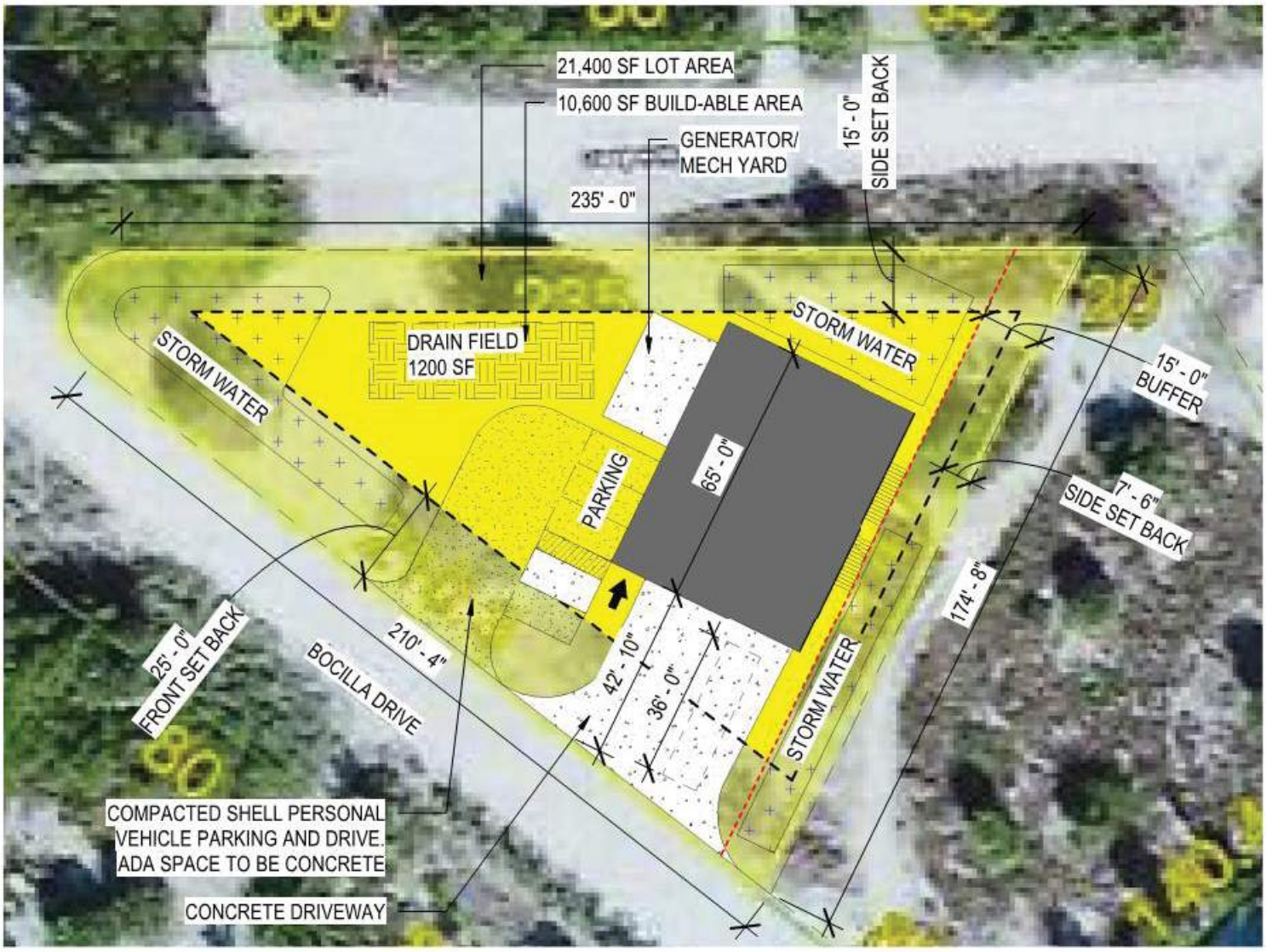
- A new fire water line will need to be installed
- Located in a residential area
- Compacted sand road access
- Future expand-ability not likely due to site geometry
- Development of site will involved fragmented elements due to site geometry
- Parcel will require special exception to allow for fire station occupancy
- Construction staging will be a challenge due to site geometry

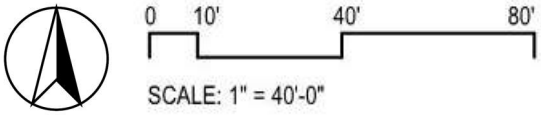
SITE A CHARLOTTE COUNTY PROPERTY APPRAISER AERIAL MAP

30 BOCILLA DRIVE, PLACIDA, FL 33946

Note: Dimensions are provided by Charlotte County Graphic Information System (GIS). Dimensions to be verified.

30 BOCILLA DRIVE, PLACIDA, FL 33946





SITE B | 61 GASPARILLA WAY

Vital Information

SITE AREA:	17,200 SF or .40 acres
ADDRESS:	61 Gasparilla Way Placida, Florida 33946
FUTURE LAND USE:	Coastal Residential
ZONING:	BBI _ Bridgeless Barrier Island
FLOOD ZONE:	15 VE – Base Flood Elevation = 15.00’
SITE ACCESS:	Gasparilla Way (Compacted Sand)
SETBACKS:	Front: 25’ | Side yard: 7.5’ | Rear: 15’
BUFFER REQUIREMENTS:	15’ assumed (Type B)- verification required via special exception

Site B

61 GASPARILLA WAY, PLACIDA, FL 33946

Description:

Site B is located at 61 Gasparilla Way in Placida, Florida and is comprised of one lot which is rhombus shaped. The site is two (2) lots west of the current fire station site. The parcel is 17,200 square feet or .40 acres. The developable land area is approximately 8,800 square feet. The site is currently undeveloped, mostly pervious and comprised of sparse native vegetation.

The site is zoned BBI and will require a Special Exception for a fire station/EMS Facility use. Future Land Use is designated as Coastal Residential. The property is privately owned and is for sale. A storm water management plan would be required to develop the site as a fire station. The site, located in FEMA Flood Zone 15VE is an area prone to flooding. As a result, the base flood elevation is 15.00' and no habitable area shall be constructed below this elevation.

Pros and Cons

Pros:

- The site is available
- Familiar presence - Close proximity to existing station
- Vehicular site access is good
- Geometry and land area of site is suitable for proposed development
- Future expand-ability is possible due to site area
- Sufficient space for construction staging
- Sufficient land area for parking
- Required site clearing fairly minimal

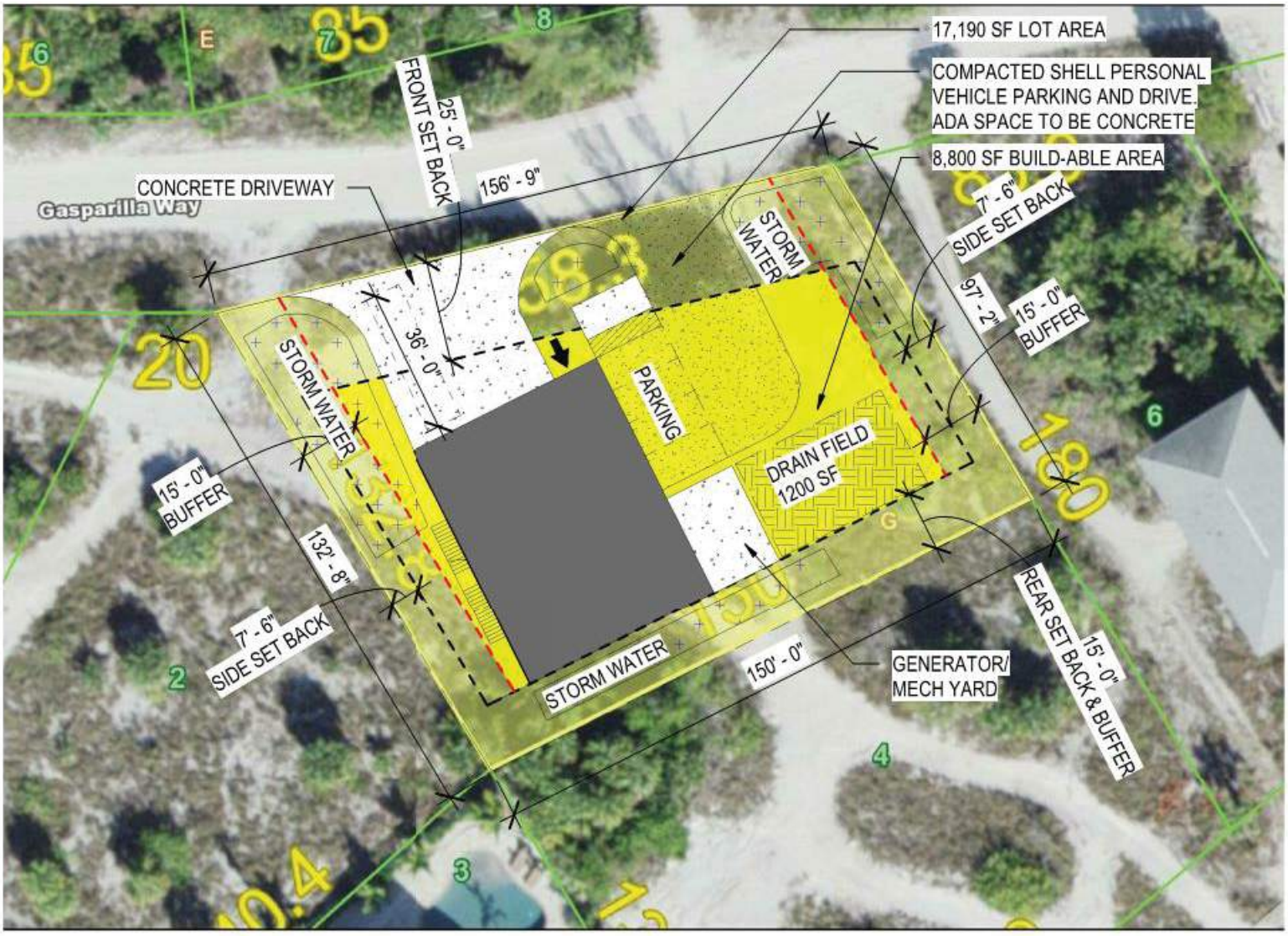
Cons:

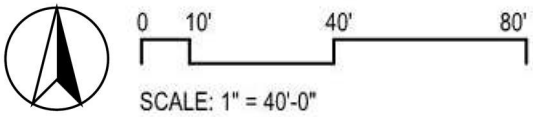
- A new fire water line will need to be installed
- Located in a residential area
- Parcel will require special exception to allow for fire station occupancy
- Compacted sand road access

Site B CHARLOTTE COUNTY PROPERTY APPRAISER AERIAL MAP

61 GASPARILLA WAY, PLACIDA, FL 33946

Note: Dimensions are provided by Charlotte County Graphic Information System (GIS). Dimensions to be verified.


17,190 SF LOT AREA
COMPACTED SHELL PERSONAL VEHICLE PARKING AND DRIVE. ADA SPACE TO BE CONCRETE
8,800 SF BUILD-ABLE AREA
FRONT SET BACK
25' - 0"
156' - 9"
CONCRETE DRIVEWAY
Gasparilla Way
STORM WATER
7' - 6" SIDE SET BACK
97' - 2"
15' - 0" BUFFER
36' - 0"
PARKING
DRAIN FIELD 1200 SF
STORM WATER
15' - 0" BUFFER
132' - 8"
7' - 6" SIDE SET BACK
STORM WATER
150' - 0"
GENERATOR/ MECH YARD
REAR SET BACK & BUFFER
15' - 0"


0
10'
40'
80'
SCALE: 1" = 40'-0"

SITE C | 1 NORTH GULF BLVD.

Vital Information

SITE AREA:	49,000 SF (of Upland area) or 1.12 acres
ADDRESS:	1 North Gulf Boulevard Placida, Florida 33946
FUTURE LAND USE:	Coastal Residential, Preservation
ZONING:	ES _ Environmentally Sensitive RMF-T_Residential Multi-Family Tourist
FLOOD ZONE:	14VE / 15VE Zone – Base Flood Elevation = 14.00' / 15.00'
SITE ACCESS:	North Gulf Boulevard (Paved Access)
SETBACKS:	Front: 25' | Side yard: ½ bldg. height per 3-9-88 | Rear: 20'
BUFFER REQUIREMENTS:	25' wetland buffer | 10% coverage on preservation flum

Site C

1 NORTH GULF BLVD, PLACIDA, FL 33946

Description:

Site C is located at 1 North Gulf Blvd and is comprised of one parcel which is asymmetric in shape. The site is approximately 49,000 sf of upland area or 1.12 acres. The developable land area is approximately 39,000 square feet. The site is currently undeveloped, mostly pervious and comprised of heavy native vegetation. The north perimeter of the site is composed primarily of wetlands but the site provides more than ample upland developable area. The site currently includes the parcel south of North Gulf Boulevard as well. The property Owner intends to subdivide the parcels and sell the north portion only.

The site is zoned ES (Environmentally Sensitive) and RMF-T(Residential Multi-Family-Tourist) with a Future Land use designation of Costal Residential and Preservation. Research concluded that the zoning district and Future Land Use designations allow for Emergency Services use. A storm water management plan will be required to develop the site as a fire station. The site, located in FEMA Flood Zone 15VE is an area prone to flooding. As a result, the base flood elevation is 15.00' and no habitable area shall be constructed below this elevation.

Pros and Cons

Pros:

- The site available
- Paved road access
- Close proximity to ferry service
- Centrally located
- Ample space for construction staging
- Space for future expansion
- Sufficient land area for parking
- Visible location for a civic building
- No residences in close proximity
- Current zoning designation RMF-T includes Emergency Services as an allowed use

Cons:

- All invasive species in the upland area will be required to be removed
- The property contains extensive wetlands and a 25' buffer will need to be established
- The parcel will need to be subdivided
- A new fire water line will need to be installed.

Site C CHARLOTTE COUNTY PROPERTY APPRAISER AERIAL MAP

1 NORTH GULF BLVD, PLACIDA, FL 33946

Note: Dimensions are provided by Charlotte County Graphic Information System (GIS). Dimensions to be verified.

1 NORTH GULF BLVD, PLACIDA, FL 33946

295,000 SF LOT AREA
(NORTH AREA OF PARCEL)
39,000 SF BUILD-ABLE AREA

APPROXIMATE
WETLAND BOUNDARY

25' - 0"
WETLAND BUFFER

DRAIN FIELD
1200 SF

GENERATOR/
MECH YARD

PARKING

65' - 0"

STORM WATER

25' - 0"
FRONT SET BACK

FERRY LANDING

50' - 0"

351' - 4"

N.GULF BLVD.

STORM WATER

CONCRETE DRIVEWAY

COMPACTED SHELL PERSONAL
VEHICLE PARKING AND DRIVE.
ADA SPACE TO BE CONCRETE

0 25' 50' 100'

SCALE: 1" = 50'-0"

Key Plan

COST ESTIMATE

CHARLOTTE COUNTY FIRE STATION 10

CONCEPTUAL BUDGET PROPERTY COST COMPARISON

Monday, May 6, 2019

	61 GASPARILLA		30 BOCILLA		1 N. GULF BLVD.	
DESCRIPTION	61 GASPARILLA SUBTOTAL	61 GASPARILLA TOTAL	30 BOCILLA SUBTOTAL	30 BOCILLA TOTAL	1 N. GULF BLVD. SUBTOTAL	1 N. GULF BLVD. TOTAL
SITEWORK COSTS BREAKDOWN		$ 266,175		$ 271,006		$ 442,168
CLEARING & GRUBBING	$ 13,200		$ 13,912		$ 27,200	
EARTHWORK/GRADING	$ 76,300		$ 80,418		$ 80,418	
SITE UTILITIES (STORM)	$ 3,750		$ 3,750		$ 3,750	
SITE UTILITIES (WATER)	$ 55,350		$ 55,350		$ 55,350	
SEPTIC SYSTEM	$ 39,575		$ 39,575		$ 39,575	
PAVEMENT/SITE CONCRETE	$ 33,500		$ 33,500		$ 41,375	
LANDSCAPE/IRRIGATION/FENCING	$ 44,500		$ 44,500		$ 44,500	
INVASIVE SPECIES REMOVAL - MITIGATION ALLOWANCE	N/A		N/A		$ 150,000	
BUILDING CONSTRUCTION COSTS		$ 1,775,616		$ 1,775,616		$ 1,775,616
BUILDING CONSTRUCTION (LUMP SUM)	$ 1,725,616		$ 1,725,616		$ 1,725,616	
GENERATOR ALLOWANCE	$ 50,000		$ 50,000		$ 50,000	
DESIGN-BUILD CONTRACTOR HARD COSTS		$ 619,041		$ 619,473		$ 635,433
GENERAL CONDITIONS & GENERAL REQUIREMENTS	$ 332,900		$ 332,900		$ 332,900	
BONDS, INSURANCES, WARRANTIES, & FEES	$ 286,142		$ 286,574		$ 302,533	
OTHER HARD COSTS ITEMS RELATED TO CONSTRUCTION		$ 389,150		$ 389,150		$ 389,150
PERMIT FEES ALLOWANCE	$ 75,000		$ 75,000		$ 75,000	
SURVEYING/ASBUILTS	$ 17,650		$ 17,650		$ 17,650	
MATERIAL TESTING	$ 12,500		$ 12,500		$ 12,500	
FERRY FEES ALLOWANCE	$ 200,000		$ 200,000		$ 200,000	
IMPACT FEES/WATER SERVICE CONNECTION FEES - ALLOWANCE	$ 75,000		$ 75,000		$ 75,000	
FPL ELECTRIC SERVICE CONNECTION FEES - ALLOWANCE	$ 7,000		$ 7,000		$ 7,000	
TELEPHONE SERVICE CONNECTION FEES - ALLOWANCE	$ 2,000		$ 2,000		$ 2,000	
CONCEPTUAL BUDGET CONTINGENCY		$ 300,000		$ 300,000		$ 300,000
CONTINGENCY	$ 300,000		$ 300,000		$ 300,000	
SOFT COSTS BREAKDOWN						
DESIGN BUILD/PRECONSTRUCTION SOFT COSTS		$ 398,757		$ 398,757		$ 398,757
DESIGN TEAM FEE'S (CIVIL, ARCH., STRUCTURAL, & MEPF)	$ 363,387		$ 363,387		$ 363,387	
DESIGN-BUILD CONTRACTOR - PRECONSTRUCTION FEES	$ 35,370		$ 35,370		$ 35,370	
LAND COSTS BASED UPON APPRAISAL		$ 95,000		$ 105,000		$ 735,000
TOTAL PROJECTED COSTS		$ 3,843,739		$ 3,859,002		$ 4,676,124

CHARLOTTE COUNTY
FLORIDA

SWEET SPARKMAN
ARCHITECTS

MAGNUM
BUILDERS

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 4.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve Resolution related to the re-evaluation of Lake Okeechobee operations by the U.S. Army Corps of Engineers (Corps).

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Lake Okeechobee is essential and interconnected to communities, businesses, public water supply utilities and ecosystems throughout South Florida and is critical to meeting the environmental restoration and water supply needs of South Florida as well as hydrological restoration, water quality and aquatic life health. The Lake Okeechobee Regulation Schedule of 2008 (LORS08), currently in place, was implemented as an interim measure to protect the public from the risk of catastrophic failure of the Herbert Hoover Dike. For several months, much discussion has focused on drastically lowering Lake Okeechobee to assist in reducing damaging discharges to the coastal estuaries. However, lowering Lake Okeechobee has the potential to negatively affect public water utilities, businesses and communities and the water quality and aquatic life health which are priorities for the Charlotte Harbor watershed. Examples of potential impacts include more frequent water shortages, water use restrictions on public utilities and agricultural irrigation, damage to public water supply wellfields due to increased saltwater intrusion, and additional undesirable discharges.

ATTACHMENTS:

File Name	Description	Upload Date	Type
RES_Lake_Okeechobee_Operations_CA_v4.docx	Resolution	5/6/2019	Resolution Letter

R E S O L U T I O N
NUMBER 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, ON THE RE-EVALUATION OF LAKE OKEECHOBEE OPERATIONS BY THE U.S. ARMY CORPS OF ENGINEERS PURSUANT TO THE NATIONAL ENVIRONMENTAL POLICY ACT ASSESSMENT FOR THE LAKE OKEECHOBEE SYSTEM OPERATING MANUAL.

WHEREAS, Lake Okeechobee is the liquid heart of an integrated regional water management system and is essential and interconnected to communities, businesses, public water supply utilities and ecosystems throughout South Florida; and

WHEREAS, Lake Okeechobee is an integral component of the Comprehensive Everglades Restoration Plan (CERP) and is critical to meeting the environmental restoration and water supply needs of South Florida; and

WHEREAS, Lake Okeechobee is essential to protecting the region's water supply infrastructure from saltwater intrusion by providing a source of freshwater to prevent the migration of saltwater into coastal wellfields and saltwater intrusion into the Caloosahatchee River, which affects lower Charlotte Harbor; and

WHEREAS, Lake Okeechobee's authorized project purposes include flood control, water supply, recreation, navigation, environmental effects to fish and wildlife, and cultural and recreational resources; and

WHEREAS, Section 1106 of the 2018 Water Resources Development Act (WRDA) directs the Secretary of the Army to expedite completion of the Lake Okeechobee regulation schedule to coincide with completion of the Herbert Hoover Dike project, and may include all relevant aspects of the CERP; and

WHEREAS, in January 2019, the U.S. Army Corps of Engineers (Corps) announced that, in accordance with Section 1106 of the 2018 WRDA, the Corps is beginning preparation of a National Environmental Policy Act (NEPA) assessment for the Lake Okeechobee System Operations Manual (LOSOM), which is to re-evaluate and define operations for the Lake Okeechobee regulation schedule that takes into account nearly complete additional infrastructure which will soon be operational components of the water management system; and

WHEREAS, rehabilitation activities on Lake Okeechobee's Herbert Hoover Dike by the Corps began in 2001 and are expected to be complete by 2022; and

WHEREAS, the Lake Okeechobee Regulation Schedule of 2008 (LORS08) was implemented as an interim measure to protect the public from the risk of catastrophic failure of the Herbert Hoover Dike; and

WHEREAS, Charlotte County wishes to support our sister counties in South Florida during the evaluation process of Lake Okeechobee operations and the resultant LOSOM.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISIONERS OF CHARLOTTE COUNTY, FLORIDA, that the Board hereby supports the following as it relates to the re-evaluation of Lake Okeechobee operations by the Corps:

1. A science-based evaluation that is transparent and acknowledges and balances all congressionally-authorized purposes of Lake Okeechobee operations; and

2. Performance measures that appropriately and accurately characterize impacts to all communities as it relates to water supply, the environment, and the economy; and

3. The incorporation of data and methods to ensure proposed operations improve lake ecology, protect water supplies and are robust and resilient to expected climatic variability; and

4. The implementation of water storage and water quality treatment projects in Lake Okeechobee tributary basins north of the Lake and storage and treatment in all watersheds; and

5. Lake Okeechobee operations that assist in achieving restoration flows and other key ecosystem goals, including performance measures developed by CERP's Restoration Coordination & Verification (RECOVER) program and updated performance measures should reflect ecosystem needs; and

6. The avoidance and/or minimization of Lake Okeechobee discharges to the Caloosahatchee River.

PASSED AND DULY ADOPTED this 14th day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR2019-0347 / CA

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 5.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Adopt Resolution to rename Harbor Walk public access walkway as Riverwalk.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed.

Financial Impact Summary Statement
None

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The name change will provide consistency with the Charlotte Harbor Community Redevelopment Plan and associated Development Documents.

ATTACHMENTS:

File Name	Description	Upload Date	Type
Riverwalk-Harborwalk_presentation_(compressed).pdf	Harbor Walk Renaming Presentation	4/5/2019	Presentation
LR19-0292_Resolution_BCC_renaming_to_Riverwalk_v4_04.17.2019_Final.pdf	Draft Resolution - Harbor Walk Renaming	4/17/2019	Resolution Letter
Riverwalk_Naming_Application_rev.pdf	Park Facility Renaming Application	4/3/2019	Backup Material

Resolving CRA name conflict

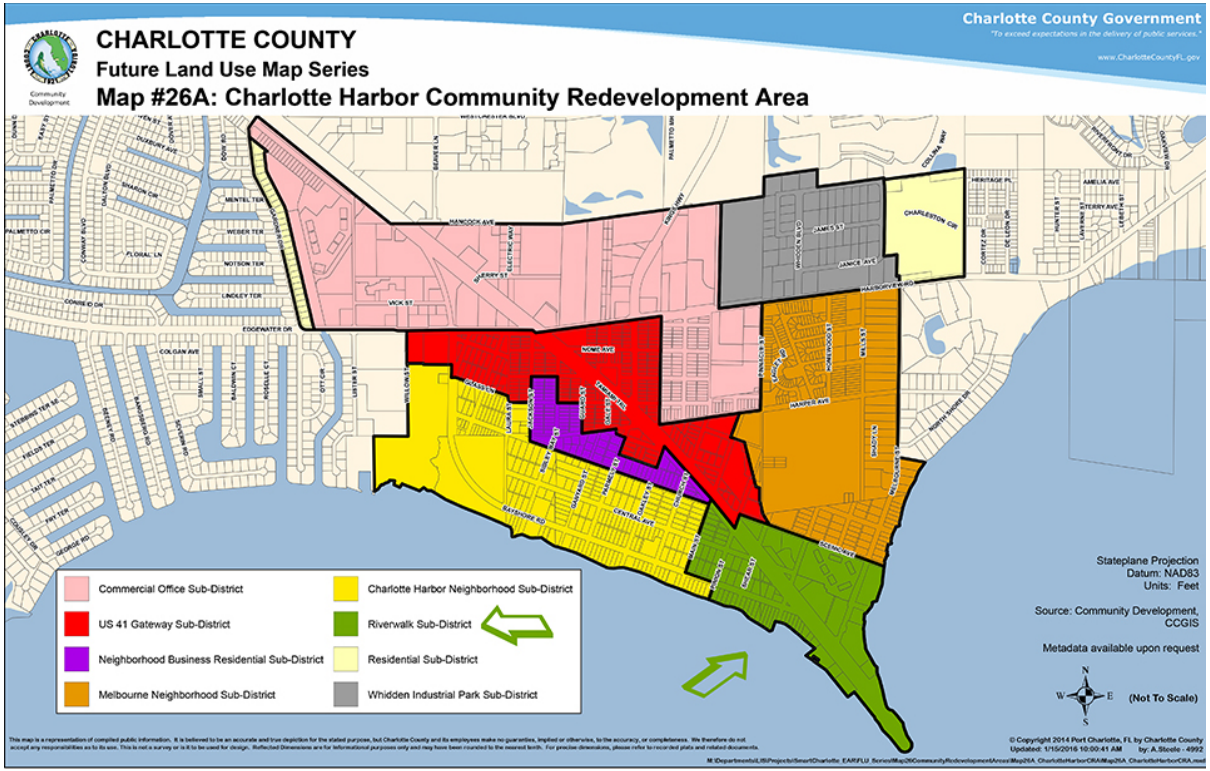
Riverwalk Sub-District

CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

- Charlotte Harbor CRA land use documents identify waterfront area as the Riverwalk District.
- Charlotte Harbor CRA website identifies boardwalk project as Harbor Walk.

Resolving CRA name conflict



Resolving CRA name conflict

Figure 9: *The Riverwalk District fronting the Peace River is prime for development of residential, retail, and tourist-related uses*

Resolving CRA name conflict

Harbor Walk – Phase 1A and Phase 1B

Phase 1B :
- ✓ Boardwalk
- ✓ Fishing Pier
- ✓ Water Taxi Pier

Resolving CRA name conflict

US 41 Pedestrian Promenade
Currently, it is not possible to complete the loop across both US 41 bridges because of the gap in public access on the Charlotte Harbor side. By building a pedestrian walkway under the US 41 northbound bridge, pedestrians could access river walks on either side of the bridge, connecting Laishley Park, Gilchrist Park, and Bayshore Live Oak Park. The county should consider acquiring waterfront easements to complete the Riverwalk east and west of the bridge. These easements can be acquired through donation/dedication, outright purchase, or through some other means, such as offering density or increase height bonuses. Figure 13, located at the end of this section, illustrates the conceptual plan for the Pedestrian Promenade.

Design Treatment to the Bridge
Add design features to the US 41 bridge that would identify it as the gateway to Charlotte Harbor and downtown Punta Gorda, as well as become a vibrant symbol of the area. Decorative lighting, so the bridge can be seen at night from Laishley Park or from Bayshore Park, banners, and special treatment can enhance the physical appearance of the bridge which will allow it to become the gateway symbol into the community.

Gateway Beautification Project
The Gateway is identified as the US 41 Bridges to 400 feet from where the north-bound bridge makes land fall. The Gateway Project includes enhanced landscaping, special pavement, banners, and an entrance feature such as a lighthouse. The Gateway Project is the first Phase of the overall US 41 Revitalization Project. Figures 14 and 15, located at the end of this section, present the conceptual plan for the Gateway Project.

Riverwalk Place
A key location within the Riverwalk District would be the area bound by US 41 to the north, Pinion Street to the west, and the riverfront to the south. Bayshore Road from US 41 to Pinion Street would be vacated to thru traffic and would be converted to a pedestrian corridor lined with shops, restaurants and other complimentary businesses provided the land was assembled and an access road to the Peace River bridge was developed. This area would be designed to become a focal point and destination for tourists and residents of Charlotte County as well as the region. Riverwalk Place captures the ambiance of a riverfront entertainment destination themed in old Florida Vernacular. With a hotel, multi-family housing, shops, offices, and a convenient multi-story parking structure hidden behind the commercial buildings, it will be a destination to live work and play. Scenic views, vistas and ample public access will allow all to enjoy the beauty and tranquility of the Peace River. Because this district is the only section of the CRA adjacent to the waterfront that allows increased building heights, up to 90 feet, incredible views would be created from the upper floors of some the tallest buildings found in Charlotte County. So as not to overwhelm the residential neighborhood to the south of the Gateway Core, the tallest buildings lining US 41 will give way to a gradual stair-step decrease in height, to no more that 35 feet for buildings that abut the residential district. Figures 16, 17 and 18, located at the end of this section, articulate the type of uses in the area.

Resolving CRA name conflict

US 41 Pedestrian Promenade

Currently, it is not possible to complete the loop across both US 41 bridges because of the gap in public access on the Charlotte Harbor side. By building a pedestrian walkway under the US 41 northbound bridge, pedestrians could access river walks on either side of the bridge, connecting Laishley Park, Gilchrist Park, and Bayshore Live Oak Park. The county should consider acquiring waterfront easements to complete the Riverwalk east and west of the bridge. These easements can be acquired through donation/dedication, outright purchase, or through some other means, such as offering density or increase height bonuses. Figure 13, located at the end of this section, illustrates the conceptual plan for the Pedestrian Promenade.

CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

PHASES 1A AND 1B

- **Harbor Walk Phase 1A - Live Oak Point Park** – Florida Association of County Engineers and Road Superintendents (FACERS) selected Live Oak Point Park as the recipient of the FACERS 2017 Local Agency/State Agency Collaboration Project of the Year. The project according to Rebecca Price, FACERS Awards Chair, "is a wonderful example of how local agencies work hard to improve their communities." The Charlotte County Board of County Commissioners dedicated the newly named Live Oak Point Park on June 2, 2016.

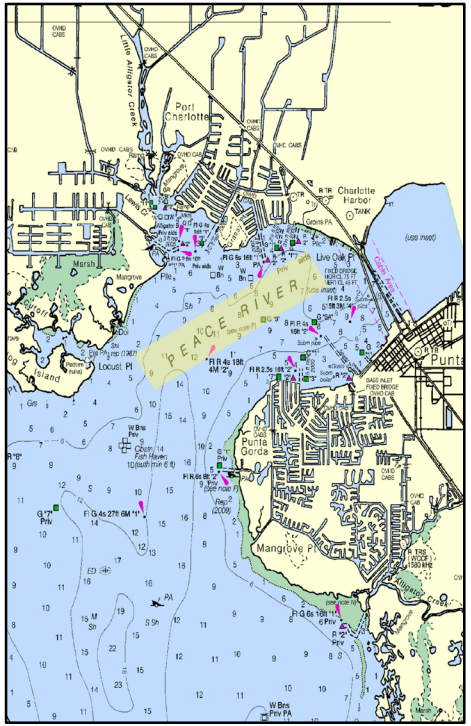
- **Harbor Walk Phase 1B –** On June 27, 2017, the Board of County Commissioners approved the construction contract to build Phase 1B of the Harbor Walk Project. This phase includes a raised boardwalk to connect Live Oak Point Park to the west side of US41 sidewalk, a fishing pier, and water taxi dock. Funding for the $4.3 million has been secured through six different funding sources: FDOT Enhancement Funds, Florida SUN Trail, FDEP Recreational Trail, WCIND, Charlotte County Boater Improvement Fund, and Charlotte Harbor CRA. The project is expected to be completed in late October 2018. Phase 1B Design Plan

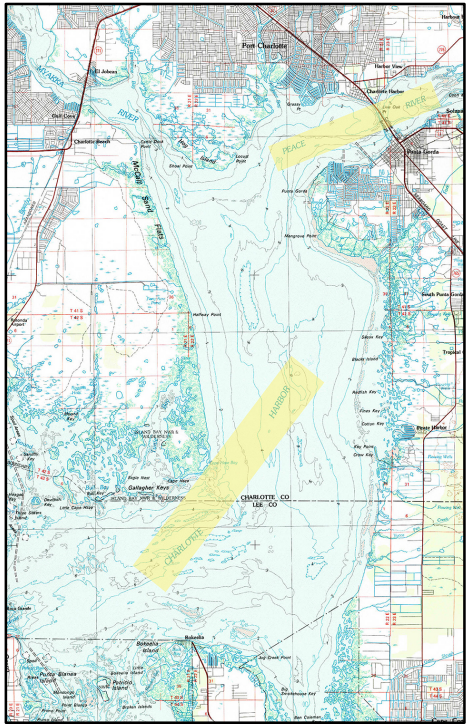
- **Harbor Walk Phase 2 -** Includes the purchase of the property located at the corner of Melbourne and US41. This phase is funded by the 2015-2020 1% Local Sales Tax Option initiative. The property will allow for improved access to Live Oak Point Park, and the remainder of the property is expected to be included in upcoming private development. The property was purchased in September 2016.

CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

Resolving CRA name conflict





Resolving CRA name conflict

Brian Gleason column: Down by the riv, er, harbor

Charlotte Sun (Port Charlotte, FL) - June 28, 2007 Browse Issues

In my column about the new auditorium, I wrote it will sit on the Peace River. I got a note from Punta Gorda native Gussie Baker, taking me to task for the statement.

"I have to tell you the center is on **Charlotte Harbor**," Baker wrote. "All my life I have been told the Peace River starts east of the northbound U.S. 41 bridge."

Ask 10 people and you'll get 10 answers.

"There are people who say it's where the old (U.S. 41) bridge was. I've heard other people say it's up closer to Harbour Heights where the I-75 bridge is now," said Frank Desguin, who grew up in the town of **Charlotte Harbor**. "That controversy has been around for a while, where the river ends and the harbor begins."

"When newcomers drive over the bridges, the Peace River is so wide at that point they think they're seeing **Charlotte Harbor**," said Frank Hommema, owner of Fishin' Frank's Bait & Tackle in **Charlotte Harbor**.

"People who sit at Fishermen's Village think they're looking at **Charlotte Harbor**, and I can understand that. According to NOAA, who does the Bible, it starts out here," said Rob Cuddihy, sales manager for Punta Gorda-based Waterproof Charts, pointing on a map to a navigational light due south of Hog Island at the mouth of the Myakka River.

"There's no question about it," said Jimmy Rose, a Punta Gorda native who goes by that National Oceanic and Atmospheric Administration map, "to the west of PGI, there is a marker. That is the point that the U.S. government says the Myakka and the Peace come together, and anything south of there is **Charlotte Harbor**," Rose said.

"That's not technically the start of the river, but it's the start of the Peace River series (of markers)," Hommema said. "If you took a line from (just north of Ponce de Leon Park) over toward Myakka cutoff, that's actually the start of the Peace River there. Actually it starts closer to marker two than to one."

Adding to the confusion, the U.S. Geological Survey puts the beginning of the river about one minute north and one minute east of Marker No. 1. And local historian Vernon Peeples, Baker's brother, cites railroad documents, survey maps and historic journals that put the harbor-river boundary just east of I-75.

"Florida Southern Railway obtained a grant to build a railroad from Lake Alford to the waters of **Charlotte Harbor**. The railroad was built to where the Isles Yacht Club is, that's where the long dock went out. The Peace River didn't start until you got up around Cleveland," Peeples said, adding that fishery management agencies use the Collier bridge as the boundary. "Above the bridge it was considered the river, west of the bridge it was considered saltwater," he said.

Desguin, Rose and Peeples agreed on one thing. Land on both sides of the river/harbor was simply called the bayfront or waterfront.

"I don't know anyone who lived here who went swimming in the river -- they went swimming in the bay," Peeples said.

CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

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CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

- Waterway adjacent to Riverwalk Sub-District is the Peace River, per NOAA and U.S. Geological Survey.
- Harbor Walk boardwalk is in Riverwalk District.

Resolving CRA name conflict

- Sunseeker has granted an easement to the county under the Riverwalk Sub-District land use regulations.
- Harbor Walk boardwalk is complete and will have ribbon-cutting when Live Oak Point repairs are completed at terminus.

Resolving CRA name conflict

G. Community Development

1. Accept a grant of public access easement and associated agreement for the Riverwalk Easement from Sunseeker Florida Inc.

RECOMMENDED ACTION:

a) Accept a grant of public access easement on behalf of the citizens of Charlotte County for a 12-foot wide limited, non-exclusive, perpetual public access easement in gross over and across the Project Riverwalk Facilities to be constructed by Sunseeker or its affiliates as part of the Phase 1 of the project; and
b) Approve the agreement for Riverwalk Easement which places the easement in escrow until such time that final site plan approval is obtained for Phase 1 of the project.

BUDGETED ACTION:

No action needed.

CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

CHARLOTTE COUNTY
FLORIDA

Resolving CRA name conflict

- Staff recommendation
  - Rename Harbor Walk as Riverwalk along entire stretch of existing and future walkway.
  - Update any documents containing former name.

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[illegible] M [illegible] R 201 [illegible]

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R [illegible]

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[illegible] R [illegible]

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[illegible] R [illegible] "H [illegible]"

[illegible] R [illegible] boardwalk's connection between the two parks and which grant of easement designated the boardwalk as the "Riverwalk"; and [illegible]

[illegible] R [illegible]

boardwalk that also distinguishes Charlotte County's boardwalk [illegible] Gorda's Harborwalk. [illegible]

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COMMUNITY SERVICES - PARK NAMING APPLICATION

1. Type of Facility: Public access easement and walkway/boardwalk

2. Name of person/organization for which the area is being named: N/A

3. What area or park are you asking to be named or renamed? Please be specific:
   Harbor Walk in the Charlotte Harbor Community Redevelopment Area's Riverwalk Sub-District

4. Is this on behalf of a:
   ☐ Living Individual(s) ☐ Memorial ☒ Neither

5. What area is/was this person(s) from in Charlotte County? N/A

6. Is this park within the geographical area where this person(s)/organization is located or resided?
   ☐ Yes ☒ No

7. Is this person(s) or organization here on a full-time basis?
   ☐ Yes ☒ No

8. What significant contributions did the person(s) or organization make to their community? (Please attach any documentation, paperwork, newspaper articles, etc. that will support your request.)

   The Harbor Walk is being renamed Riverwalk to reflect its location within the Riverwalk Sub-District of the Charlotte Harbor Community Redevelopment Area; to avoid confusion with the City of Punta Gorda's Harborwalk; and to resolve the existing naming conflict. See attached PowerPoint presentation.

9. Has a financial contribution been made to the park or park system?
   ☐ Yes ☒ No

10. Is this name recommended as part of donation?
    ☐ Yes ☒ No

Your Name/Organization: Charlotte County Economic Development Office

Primary Contact (if an organization): Dave Gammon, Interim Director, Economic Development Office

Address: 18501 Murdock Circle, Suite 302 **City:** Port Charlotte **State:** FL **Zip:** 33948

Phone: 941-764-4942 **Cell:** 561-339-5915 **Fax:** 941-764-4947

Email: Dave.Gammon@charlottecountyfl.gov

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 6.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Discussion and direction on Event Funding and In-Kind policies.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement
No additional impacts.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

ATTACHMENTS:

File Name	Description	Upload Date	Type
bcc_county_event_support_20190313.pdf	County Event Support presentation	4/29/2019	Backup Material
Approved_5-4-18_EDP_Guidelines.pdf	TDC Event Development Program for Funding	4/29/2019	Backup Material
BOCC-EDP_Guidelines_and_Application_-_Final_Version.pdf	BCC Event Development Program for Funding	4/29/2019	Backup Material
In-Kind_Services_Policy.1.24.19_clean.pdf	BCC Event Development Program for In-Kind Services	4/29/2019	Backup Material

Charlotte County Event Support

CHARLOTTE COUNTY
FLORIDA

TDC – Event Development Program

Purpose of program: primary objectives of this program are to attract overnight visitors to Charlotte County and to promote tourism in Charlotte County.

Criteria for applying:

1. Must be a new event or the second year of a previous TDC funded event
2. Event must occur between May 1 through September 30 if a summer application or between May 1 and December 15 if an annual program application
3. Funding comes from Tourism Development Tax and may be used only for purposes outline in §125.0104 Florida Statutes
4. Provide a post-event report in a form acceptable to the County within 90 days after the conclusion of the event

CHARLOTTE COUNTY
FLORIDA

County - Event Funding Program

Purpose of program: is to fund new events that contribute to the economic development and well-being of Charlotte County, for the benefit of all citizens.

Criteria for applying:

1. First-year and Second-year events occurring between April 1 and December 15 of each year.
2. In-kind County services, such as permit fees and public safety services, not to exceed $50,000.00, as well as additional funding for allowable uses not to exceed $50,000.00 per event
   - Total annual program budget for cash contribution is $200,000
3. Complete application and submit prior to April 1 of each year
4. Submit economic benefit to Charlotte County, provide proof of insurance and provide a Post Event Report
   - Requires execution of the Event Funding Agreement
   - Failure to submit a Post Event Report will preclude the applicant from future eligibility

CHARLOTTE COUNTY
FLORIDA

County - Event In-kind Services Program

<u>Purpose of program</u>: Funding In-Kind Services for events continuing beyond their second-year occurring between April 1 and December 15 of each year.

<u>Criteria for applying:</u>

1. In-Kind Services of a value not to exceed Fifty Thousand Dollars ($50,000) annually for an eligible event.
   - No total annual program budget
2. In-Kind Services are limited to services provided by County departments: Public Safety (Fire/EMS), Community Development, Community Services, and Transit
3. Complete application and submit written estimate from County departments prior to April 1 of each year
4. Provide actual figures relating to the number of event attendees, the number of room nights generated and the average length of stay and a professional conducted event survey or economic impact study of previous 2 years.
   - Requires execution of the Event Funding Agreement
   - Within 90 days of event, provide a Post Event Report

CHARLOTTE COUNTY
FLORIDA

Other County funding – Boater Revolving Fund Grant

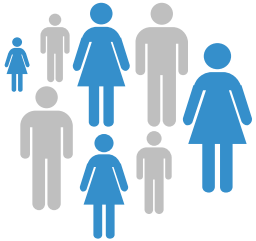
Purpose of program: The Boater Revolving Fund Grant Program was established by the BCC to provide funding to projects that improve the boater experience and benefit the community as a whole.

Criteria for applying:

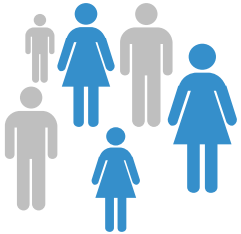
1. 4 different funding sources: Local Boater Improvement Fund (BIF-L), Boater Improvement Fund – State (BIF-S), West Coast Inland Navigation District (WCIND), County Navigation Improvement Fund (CNIF).
2. Annual application process that Charlotte County or Municipality government and non-government organization may apply for
3. The grant cycle for these funds is October 1 – September 30 of the following year

CHARLOTTE COUNTY
FLORIDA

Economic Impact to County – 2017 Airshow



35,000
Total Attendees



22,155
Attendees from Outside Charlotte County (3,570 overnight)

=

$2,778,562
Direct Expenditures attendees from OUTSIDE Charlotte County

$4,251,200
Economic Impact Attendees from OUTSIDE Charlotte County

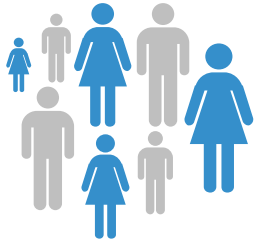
Approx.
$194,499
State & Local Sales Tax

Approx.
$27,786
In Local Option 1% Sales Tax *Alone*

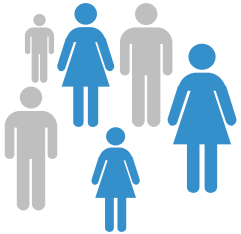
* Research company utilized did not heavily factor in day trippers into economic impact, therefore these numbers are extremely conservative. They indicated 3,570 attendees stayed in overnight accommodations in Charlotte County. In 2019, the airshow will be surveyed by the new Research company, and because it contains a jet team – there will be nearly double the number of attendees with many more from out of market.

CHARLOTTE COUNTY
FLORIDA

Economic Impact to County – 2018 Waterfest



29,900
Total Attendees



6,000
Attendees from Outside Charlotte County (Overnight)

=

$3,844,800
Direct Expenditures attendees from OUTSIDE Charlotte County

$5,882,500
Economic Impact Attendees from OUTSIDE Charlotte County

Approx.
$269,136
State & Local Sales Tax

Approx.
$38,448
In Local Option 1% Sales Tax *Alone*

CHARLOTTE COUNTY
FLORIDA

Comparing event support programs

	TDC Program	BCC Event Program	BCC in-kind Program	Boater Revolving Grant Fund
Deadline for application request	Feb 22	April 1	April 1	Jan 31
Cap on support	Yes ($10,000)	Yes ($50,000 cash, $50,000 in-kind)	Yes ($50,000 in-kind)	varies
Post event report	Yes	Yes	Yes	Yes
What years can apply	1-2	1-2	3+	Ongoing

CHARLOTTE COUNTY
FLORIDA

Questions

Summer and Annual Event Development Programs

Guidelines and Application

The Charlotte County Event Development Program (EDP) provides funding to **assist in the development of *new* events, occurring in low or shoulder seasons which promote Charlotte County as a tourist destination.** Funds received pursuant to the Event Development Program may only be used for the purposes authorized in Section 125.0104(5) of the Florida Statutes and specified in these guidelines. The ***primary* objectives** of this program are to attract **overnight visitors** to Charlotte County and to promote tourism in Charlotte County.

The Program is administered through the Punta Gorda/Englewood Beach Visitor and Convention Bureau. Applicants are required to provide the following information.

Applicants must substantiate the potential to draw visitors to the area with a regional marketing plan. In addition, applicants must be able to **project a number of overnight visitors staying in Charlotte County accommodations**.

Each applicant must meet with VCB staff. Applications will be reviewed for completeness. VCB staff will make recommendations, if applicable, for improvements that might give the application a better chance of approval for funding. Each applicant must present their application to the TDC. The presentation must include an overview of the event, how the event will be marketed and, more specifically, how the event will draw people from outside the market for overnight stays. The applicants will be notified, in advance, of the TDC meeting during which applications will be reviewed.

The amount of each award will be contingent upon the number of applications received and the availability of funds for summer events occurring between May 1 and September 30 (summer program) OR between May 1 and December 15 (annual program). Total funding available for summer is $20,000. Total funding available for annual is $40,000.

Guidelines

General

1. Single application funding cap for Summer events is $10,000. Single application funding cap for annual events is also $10,000 *unless, in the opinion of the TDC, additional funding requested would have a significant impact on room night generation.*
2. Event must occur during the specified timeframe of May 1 through September 30 if a summer application or between May 1 and December 15 if an annual program application.
3. Must be a new event or the second year of a previous EDP funded event.
4. May require paid admission but must be open to the public as opposed to a private event with paid admission.
5. Events which provide alcohol service may apply. All laws, local and state, must be stringently followed if alcohol is served at the event.
6. No event or festival may have, as its primary purpose, the promotion of any political issue, candidate or party.
7. All events must be held within Charlotte County.
8. A new EDP Funding Application must be submitted when material changes are made to an event after funding has been awarded. Material changes are changes to event location, event, date, allocation of EDP funding or change in event management.

9. Successful applicants will be required to execute an Event Funding Agreement in the form required by the County.
10. Successful applicants will be required to provide a post-event report in a form acceptable to the County within 90 days after the conclusion of the event.

Eligible Expenses

1. Entertainment fees, e.g. musicians, singers and other performers
2. Exhibits or materials for special activities as part of an event or festival
3. Advertising, marketing, postage, printing (applications & registration forms) and the purchase of mailing lists
4. Transportation for larger venues, e.g.: carriages, wagons, shuttles, particularly if additional transportation options are needed to increase attendance
5. Equipment rental such as staging and lighting
6. Event signage
7. Prize money is eligible if it is: a) published in all advertising; b) subject to published guidelines for the event c) does not exceed $2000; d) subject to the review of at least three people who are responsible for determining the prize winner if a decision is required for that determination. Prize money may only be used for an activity which requires skill and may not be used for raffles, lotteries or any game of chance where something of value is required to enter and prizes are awarded by chance or lot.
8. Location fees, permitting fees for an event
9. Event insurance

Ineligible Expenses

1. Any event expenses not specifically approved for funding under "Eligible Expenses."
2. Salaries, administrative expenses or other monetary compensation to event organization staff.
3. Food and beverage or any hospitality or social functions
4. Any entertainment that is not for the general audience of the event
5. Legal, medical, engineering, accounting, or other consulting services
6. Interest or reduction of deficits or loans
7. Police or public safety services

Required Post Event Documentation

Due within 90 days following the last day of the event

1. Document all EDP funded expenditures. Provide original receipts for all *EDP funded* expenses. Provide copies of signed contracts if applicable. The VCB will make copies and return the originals to you.

2. Provide evidence of local partnerships, if applicable.

3. Provide attendance estimates and the process used to determine attendance numbers, e.g.: ticket sales, aerial photos, law enforcement estimates, etc.

4. Attach documentation of all relevant media coverage. This may be done in an excel spreadsheet. Include:

    Type of Media (print, radio, television, etc.)

    Circulation or audience reach

    Geographic coverage of each advertising placement – local, regional, national or international

5. Provide a general overview of the event to include:

    Elements of the event that were most successful

    Changes that would make the event more successful

    Any factors impacting the event either positively or negatively (weather, etc.)

6. Provide estimate of, and method used to determine room night generation.

Event and Festival Application

Name of Event:

Date/s of Event:

Location/s of Event:

Hours of Event:

Was this event funded by EDP last year? ____ Yes ____ No

Primary Contact (person authorized to sign contracts and communicate with VCB staff). A presentation to the Tourist Development Council (TDC) is required. If this is the person who will be presenting, please check here ____. If another event representative will be presenting, please provide his or her name, email and phone number.

Presenter:

Name: Email: Phone:

Primary Contact

Name:

Address:

Phone Office: Phone Mobile:

Email:

Organizer Contact (Person responsible for logistics, planning, delegation of tasks) if not the same as above:

Name:

Address:

Phone Office: Phone Mobile:

Email:

Please summarize the experience of the person or persons who will be responsible for the planning and execution of this event.

Describe your event. This should include the type of event, e.g. "Blue Grass Festival," as well as activities or attractions that will be included in the event. Include *as much detail as possible*. Use additional sheets if necessary.

Provide a *detailed* marketing/advertising plan and budget. Include advertising and marketing channels and where (geographic location) you will advertise. Please include your social media plan for the event.

Complete the budget form for your event. Please list Event Development funds *request* under Projected Income.

Projected Income

Source	Amount	Cash	In-Kind

Total:

Projected Expenses Please indicate with a "Y" or "N" if you plan to cover the expenses with Event Development funds

Item	Estimated Expense	Event Development fund (Y or N)

Total:

Total Budget: $_____

Amount Requested from Event Development Program: $_____

Event Development Program funds as a percentage of your total budget: _____%

Email your completed application as an attachment to: Brynja.Phipps@charlottecountyfl.gov

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

EVENT DEVELOPMENT PROGRAM

Guidelines and Application

OVERVIEW

The Charlotte County Board of County Commissioners Event Development Program ("BOCC-EDP") provides in-kind services and additional event funding to assist in the development of **new (first-year and second-year) events** occurring between **April 1 and December 15 of each year**, that promote Charlotte County as a tourist destination for visitors. Annual events that have been held previously in Charlotte County but have not been held for at least one year will be considered "first-year" events. For biennial events, the first biennial event will be considered a "first-year" event, and the second biennial event will be considered a "second-year" event. After the second year, events are expected to be self-sustaining and will not normally be funded by the BOCC-EDP. The BOCC reserves the rights, in exceptional circumstances as determined solely by the BOCC, to fund events in subsequent years, however, funding beyond two years will be the exception rather than the rule.

The primary objective and public purpose of the BOCC-EDP is to fund new events that contribute to the economic development and well-being of Charlotte County, for the benefit of all citizens.

The BOCC-EDP is a separate Event Development Program from the Charlotte Harbor Visitor and Convention Bureau ("VCB") Event Development Program, which is administered by the Tourist Development Council ("TDC"). The BOCC-EDP is administered by the VCB and all applications and funding requests must be approved by the Board of County Commissioners.

GENERAL REQUIREMENTS

1. BOCC-EDP funding is intended to supplement the applicant organization's other funding and budget, which must be reasonably developed.

2. Applicants may apply for both VCB Event Development Program funding and BOCC-EDP funding. The receipt of the former will not necessarily disqualify an applicant from receipt of BOCC-EDP funding, however consideration will be given by the BOCC as to whether VCB funding has been provided, and if so, in what proportion to the applicant's total budget, in determining the amount of any funding it may approve.

3. BOCC-EDP provides in-kind County services, such as permit fees and public safety services, not to exceed Fifty-Thousand Dollars ($50,000.00), as well as additional funding for allowable uses not to exceed Fifty-Thousand Dollars ($50,000.00) per event.

4. The total annual program budget for cash contributions is Two Hundred Thousand Dollars ($200,000.00).

5. The BOCC reserves the right to provide event funding on a reimbursement or third-party payer basis where appropriate.

6. Applicants are strongly encouraged to review their applications with the VCB, the County Department of Public Safety, the County Department of Community Services, the County Department of Community Development or other County Departments as may be applicable, prior to submitting their final applications.

7. Persons or organizations wishing to apply for BOCC-EDP funding must complete the attached application **in full,** specifying the dollar amount requested and provide a detailed proposal regarding the use of requested funds. The application must include written estimate(s) prepared by the appropriate County Department(s) for all in-kind services requested, and written estimate(s) prepared by any other public entities (such as the Charlotte County Sheriff's Office) for other governmental services if reimbursement will be requested.

8. Applications shall be submitted to the Charlotte Harbor Visitor and Convention Bureau, 18500 Murdock Circle, B-104, Port Charlotte, Florida 33948. The VCB will forward all applications to the BOCC for consideration.

9. The deadline to submit BOCC-EDP applications is **April 1** of each year. Applications will be reviewed by the BOCC and either approved or denied at the first regularly-scheduled public meeting every April. Applicants may submit applications for events occurring in the same, or one subsequent, fiscal year.

10. Applications must state whether the event is a first- or second-year event, and separate criteria will be used for evaluation by the BOCC.

11. Resumes of all event organizers must be attached to all applications.

12. First-year Applicants must substantiate the **potential** draw of visitors to Charlotte County with a detailed regional Marketing Plan, which must be attached to the Application.

13. Second-year Applicants must substantiate the **actual** draw of visitors to Charlotte County for the prior years' event, and must provide actual figures relating to the number of event attendees, the number of room nights generated, the average

length of stay, the effectiveness of previous advertising and marketing, and a summary of press related to the event. Applicants must also submit proof of their compliance with the prior year event's Post-Event reporting requirements. Failure to provide proof of compliance with prior year Post-Event reporting will preclude presentation to the BOCC.

14. In addition, all applicants must be able to project the economic benefit to Charlotte County related to the requested event funding, including, but not limited to, factors such as the number of projected out-of-County visitors, projected length of stay, number of projected overnight visitors, projected patronage of Charlotte County restaurants and other businesses, and other factors demonstrating an economic benefit to Charlotte County.

15. Applications will be scored by individual BOCC members based on the factors noted in the Application, attached. Individual scores will be averaged to provide a final score. A **minimum final score of 70** (out of 100) is required to meet BOCC-EDP funding eligibility requirements, however eligibility does not guarantee funding. If eligible, the BOCC will approve or deny funding requests by majority vote. Neither the initial determination of eligibility, nor the BOCC's subsequent approval or denial of funding, shall be subject to reconsideration.

16. The BOCC will make every effort to approve events distributed evenly throughout Charlotte County regions and venues.

17. BOCC-EDP recipients may be required to attend a workshop on reimbursement procedures and event promoting/marketing.

18. BOCC-EDP recipients will be required to sign the County's standard funding agreement, a sample of which is attached.

19. Recipients will be required to provide proof of event insurance in an amount to be determined by the County's Risk Manager and to name Charlotte County Board of County Commissioners as an additional named insured.

20. Recipients will be required to include reference to Charlotte County Board of County Commissioners and/or Charlotte County Visitor and Convention Bureau as funding partners on all event advertising after award of funding.

21. Upon conclusion of the event, the Post Event Report, attached, must be completed and submitted to the Charlotte Harbor Visitor and Convention Bureau, 18500 Murdock Circle, B-104, Port Charlotte, Florida 33948. Failure to submit the completed Post Event Report and any other information requested by Charlotte County pursuant to the standard Funding Agreement will preclude the applicant from future eligibility and funding.

USE OF FUNDS

BOCC-EDP cash funding may be used for lawful purposes **directly related to event production and promotion, as listed by the Applicant on the Application**, attached, and as authorized by the BOCC. Allowable uses include such things as entertainer fees; venue rental; location and permitting fees; advertising, marketing, and/or event promotion; transportation for attendees to and from the event; signage; equipment rental; event insurance; police or other public safety expenses; and similar event-related expenses.

BOCC-EDP funding **may not be** used for salaries, benefits, administrative expenses, travel expenses or operating expenses of the event organizer or its staff; food, beverage or hospitality expenses for social functions of the event organizer or its staff; acquisition or modification of buildings or equipment by the event organizer not solely related to event production; legal, accounting or other consulting services for the event organizer or its staff; interest or reduction of deficits or loans of the event organizer; any other expenses of the event organizer not directly related to production of the event, and any other expenses disallowed by the BOCC.

Use of BOCC-EDP funding for any prohibited use will preclude the recipient from receiving BOCC-EDP funding in the future and may result in legal action by the BOCC to recover funds spent by the event organizer in contravention of these requirements and the County's standard funding agreement.

CRITERIA – FIRST YEAR EVENTS

Each Application for a first-year event will be evaluated by the BOCC using the following criteria.

A. Attraction of Out-of-County Visitors – 20 Points. Factors to be considered include:

1. Does the Event provide opportunities for state, regional, national and/or international exposure?

2. Is the event proposed to be advertised outside of Charlotte County? Regionally? Statewide? Nationally? Internationally?

3. Is the event proposed to be advertised using new media (Constant Contact, e-magazines or social networking)?

4. Has one person (or a committee) been established to handle publicity/media relations?

5. Is there an itemized marketing/advertising budget?

6. Are advertisements and other promotions planned sufficiently in advance to promote travel to the event and produce overnight visitors?

Score: ____ out of 20

B. Production of Room Nights – 10 Points. Factors to be considered include:

1. Does the applicant provide a well-researched Marketing Plan for attracting visitors from outside Charlotte County who will need accommodations?

2. What is the projected Room Night generation? Is it reasonable based on the Marketing Plan?

3. Has a host hotel or accommodation partnership or partnerships been established?

4. What is the event duration and what is the effect on Room Nights generated?

Score: ____ out of 10

C. Marketing Plan – 10 Points. Factors to be considered include:

1. Does the Marketing Plan include an itemized marketing/advertising budget for the proposed event?

2. Does the applicant propose co-op advertising opportunities with other Events or with the VCB or TDC?

3. How creative is the marketing plan? Is it reasonable?

4. How many potential visitors could marketing for the event be expected to reach? In what markets? In what form?

5. How effective is the marketing/advertising likely to be considering all factors?

Score: ____ out of 10

D. Event Timing, Location and Duration – 10 points. Factors to be considered include:

1. How unique is the event as compared to other events in Charlotte and surrounding counties?

2. Is the event single- or multi-day?

3. Is the event annual or biennial?

4. Does the event occur on a date when other events are already planned (i.e., a "competing event"), or when hotels are full or near full due to competing events?

5. Does the event occur on a date where it could be a supporting or companion event to another scheduled event (i.e., on a different day in the same weekend)?

6. As compared to other event locations, will this event contribute to location diversity within Charlotte County (i.e., events should be spread throughout the County)?

Score: ____ out of 10

E. Economic Impact – 50 Points. Factors to be considered include:

1. What is the projected number of event attendees?

2. What is the projected number of attendees from out-of-County?

3. How strong is the out-of-town day trip visitor impact to Charlotte County?

4. What is the projected patronage of Charlotte County businesses and other stakeholders (e.g., hotels, restaurants, shops, gas, food, entertainment, etc.)?

5. Will the event hire or otherwise utilize the services of any Charlotte County citizens or businesses (as workers, consultants, vendors, etc.)?

6. What people or organizations within the Charlotte County Community are supporting this event?

7. With what organizations, events or businesses is the event organizer collaborating?

8. Does the event already have sponsorship commitments and from whom?

9. Are any event sponsors or collaborators from out-of-County?

10. Has TDC Event Development Funding been sought and/or awarded, and if so, in what amount?

11. Does the event funding request, combined with any TDC Event Development Program funding, represent more than 50% of the total event budget?

12. How strong is the overall benefit to tourism and the economy of Charlotte County?

Score: ____ out of 50

TOTAL SCORE: _____ out of 100

Commissioner: _____

CRITERIA – SECOND YEAR EVENTS

Each Application for a second-year event will be evaluated by the BOCC using the following criteria.

A. Attraction of Out-of-County Visitors – 20 Points. Factors to be considered include:

1. Does the Event provide opportunities for state, regional, national and/or international exposure?

2. Is the event proposed to be advertised outside of Charlotte County? Regionally? Statewide? Nationally? Internationally?

3. Is the event proposed to be advertised using new media (Constant Contact, e-magazines or social networking)?

4. Has one person (or a committee) been established to handle publicity/media relations?

5. Is there an itemized marketing/advertising budget?

6. Are advertisements and other promotions planned sufficiently in advance to promote travel to the event and produce overnight visitors?

7. How does the level, type, markets and target of advertising compare to last year's event? How will the advertising be target to out-of-County visitors?

8. Has the applicant provided information as to what percentage of attendees from last year's event were from out of County? How many?

Score: ____ out of 20

B. Production of Room Nights – 10 Points. Factors to be considered include:

1. Does the applicant provide a well-researched Marketing Plan for attracting visitors from outside Charlotte County who will need accommodations?

2. What is the projected Room Night generation? Is it reasonable based on the Marketing Plan?

3. Has a host hotel or accommodation partnership or partnerships been established?

4. What is the event duration and what is the effect on Room Nights generated?

5. Has the applicant provided information as to the actual number of Room Nights generated during last year's event? How many?

6. Did the applicant establish hotel or accommodation partnerships during last year's event? Were they successful?

7. Is it reasonable to expect the same or similar out-of-County attendance or does the applicant project an increase or decrease?

Score: ____ out of 10

C. Marketing Plan – 10 Points. Factors to be considered include:

1. Does the Marketing Plan include an itemized marketing/advertising budget for the proposed event?

2. Does the applicant propose co-op advertising opportunities with other Events or with the VCB or TDC?

3. How creative is the marketing plan? Is it reasonable?

4. How effective was the marketing/advertising plan for last year's event?

5. Did last year's event generate regional, state, national or international exposure for Charlotte County?

Score: ____ out of 10

D. Event Timing, Location and Duration – 10 points. Factors to be considered include:

1. How unique is the event as compared to other events in Charlotte and surrounding counties?

2. Is the event single- or multi-day?

3. Is the event annual or biennial?

4. Does the event occur on a date when other events are already planned (i.e., a "competing event"), or when hotels are full or near full due to competing events?

5. Does the event occur on a date where it could be a supporting or companion event to another scheduled event (i.e., on a different day in the same weekend)?

6. As compared to other event locations, will this event contribute to location diversity within Charlotte County (i.e., events should be spread throughout the County)?

7. When was last year's event and was the timing and location successful?

Score: ____ out of 10

E. Economic Impact – 50 Points. Factors to be considered include:

1. What were the number of event attendees last year and what is the projected number of event attendees?

2. What was the number of attendees from out-of-County last year and what is the projected number of attendees from out-of-County this year?

3. How strong was the out-of-town day trip visitor impact to Charlotte County last year and how strong will the out-of-town day trip visitor impact be this year?

4. What is the estimated patronage of Charlotte County businesses and other stakeholders (e.g., hotels, restaurants, shops, gas, food, entertainment, etc.) last year and what is the projected patronage of Charlotte County businesses and other stakeholders this year?

5. Did the event hire or otherwise utilize the services of any Charlotte County citizens or businesses (as workers, consultants, vendors, etc.) last year, and will it do so again this year? In what amount?

6. What people or organizations within the Charlotte County Community supported the event last year and what people or organizations will support the event this year?

7. What organizations, events or businesses did the event organizer collaborate last year and what organizations, events or businesses will the event organizer collaborate with this year?

8. Does the event already have sponsorship commitments this year and from whom? How does the number and amount of sponsorships for this year's event compare to the same timeframe from last year?

9. Were any event sponsors or collaborators from out-of-County last year and will any be from out-of-County this year?

10. Has TDC Event Development Funding been sought and/or awarded this year, and if so, in what amount?

11. Does the event funding request, combined with any TDC Event Development Program funding, represent more than 50% of the total event budget?

12. How strong was the overall benefit to tourism and the economy of Charlotte County generated from last year's event? Is a similar level of economic benefit reasonable to expect this year?

13. Did the applicant comply with the Post-Event reporting requirements last year in a manner acceptable to the County?

14. Has the second-year applicant included an audited financial statement of last year's event with the application?

Score: ____ out of 50

TOTAL SCORE: _____ out of 100

Commissioner: _____

APPLICATION

Please check one:

_____ **FIRST YEAR EVENT** _____ **SECOND YEAR EVENT**

I. APPLICANT INFORMATION

Entity Legal Name: _____

Entity FEID #: _____

Is the Entity a Florida corporation or registered to do business in the State of Florida?
See http://www.sunbiz.org/ Yes: ☐ No: ☐

Is the Entity a Not-For-Profit or 503(c) Charitable organization?
Yes: ☐ No: ☐

Application completed by: _____

Title/relationship to Entity named above: _____

Telephone No.: _____

Mailing Address: _____

_____

Email Address: _____

II. EVENT INFORMATION

Event Title: _____

Date(s): _____

Event Location(s): _____

Hotel/Accommodation Partner (if applicable), Contact Person, Telephone Number: (Attach separate sheet if necessary.) _____

_____

Projected number of local attendees/participants (not overnight): _____

Projected number of out-of-County attendees/participants (not overnight): _____

Projected number of out-of-County attendees/participants (overnight): _____

Projected number of Room Nights: _____

Explain how you arrived at these projections. Use information from event survey if applicable. (Attach separate sheet if necessary.) _____

_____

_____

Attach your marketing and promotional plan. Include: Media and size (if applicable) cost, run dates and area targeted. (*Examples:* Newspaper, 1/8 page, $475, July 1, Tampa Bay area, OR, Facebook boosted post, $200, June 25 until budget is reached. Attach separate sheet if necessary.) _____

_____

_____

Please review the application scoring criteria included with your application for either a first- or second-year event, and provide **any and all** additional information you believe is relevant to each criteria section and questions. Failure to include this information may result is your application being ineligible for funding. (Attach separate sheet if necessary.)

_____

_____

_____

What are the demographics of the potential attendees of the proposed Event?

_____

How will the effectiveness of the promotion of the event be measured? What metrics will you use? (Attach separate sheet if necessary.)

_____

_____

_____

III. LIST EXPENSES TO BE FUNDED THROUGH THE BOCC EVENT DEVELOPMENT PROGRAM

IMPORTANT: Funds must be used exactly as specified. Any deviation must be approved in writing by the BOCC. Please attach an itemized budget for the *entire* event. (Attach separate sheet if necessary.)

Item	Costs
Total Expenses	$

Total Amount Requested: _____

Total Event Budget: _____

Percent of Total budget represented by EDP funding: _____

IV. SIGNATURE/DISCLAIMER

On behalf of _____, I certify that I have completed this Event Sponsorship Application and attest that all information provided herein and attached hereto is true and accurate. I agree that if approved, funding received from Charlotte County BOCC will be used only for the purposes provided herein and approved by the BOCC. I understand that any other use of EDP funds will disqualify my organization from EDP funding in the future and may subject my organization to legal process.

_____
Authorized Signature

_____
Title

_____
Date

ROOM NIGHT CERTIFICATION FORM

(May be used for Post-Event Reporting or in conjunction with Second-Year Event Applications. Duplicate form if necessary for multiple hotels.)

TO: Accommodation General Manager and/or Director of Sales

The purpose of this form is to quantify the actual number of room nights utilized in Charlotte County for a specific Event. Your cooperation in documentation of these room nights is very important to the Board of County Commissioners and our Event Marketing efforts. Thank you in advance for your assistance. Please provide the following information.

Hotel/Location: _____

	TRACKED ROOM NIGHTS					
GROUP NAME						
EVENT						
DATE						
PAID ROOM NIGHTS						
COMP ROOM NIGHTS						

Please provide any comments:

_____

_____

_____

_____

_____
Signature

_____
Title

_____
Date

POST-EVENT REPORT
(Required for First- and Second-Year Events)

Event: _____

Organization: _____

Please provide the following:

1. Copies of all receipts, purchase orders or signed contracts for all BOCC-EDP funded expenses.

2. Documentation (hotel affidavits or survey results) that show room nights generated by the event.

3. Evidence of local partnerships, if applicable.

4. A summary of *placed* advertising.

5. Results of an event survey, if applicable.

6. Attendance estimates and the process used to determine attendance numbers, e.g., ticket sales, aerial photos, law enforcement estimates, etc.

7. A summary of all relevant media coverage. This may be done in an excel spreadsheet to include:

   - Type of media (print, radio, television, etc.);
   - If social media, include stats for the event page;
   - Circulation or audience reach estimates;
   - Geographic coverage of each placement – local, regional, national or international.

8. Any other documentation requested by Charlotte County or Charlotte County Clerk for audit purposes pursuant to the Standard Funding Agreement, including an audited financial statement.

Send documents to:

Charlotte Harbor Visitor & Convention Bureau
18500 Murdock Circle, B-104
Port Charlotte, FL 33948

Within **90** days after conclusion of the event.

EVENT FUNDING AGREEMENT

BETWEEN CHARLOTTE COUNTY

and

_____

SECTION I – GENERAL PROVISIONS

1. PARTIES

This Agreement is between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948, (the "County"), and _____, (the "Event Organizer").

2. PURPOSE

The County has an interest in promoting travel and tourism in the County and in encouraging leisure and business activities for individuals, families and groups, all of which promote Charlotte County as a destination and strengthen the local economy, for the benefit of all citizens. The County has the authority to expend County funds to promote tourism, events and attractions.

The Event Organizer has applied to the Charlotte County Board of County Commissioners ("BOCC") pursuant to the BOCC's Event Development Program ("BOCC-EDP") and has met all of the program criteria. On _____, the BOCC determined that providing funding for the event served a public purpose and voted to approve funding in the amount of _____. The purpose of this Agreement is to set forth the terms and conditions associated with provision and receipt of BOCC-EDP funding.

3. TERM OF AGREEMENT

This Agreement will be effective upon execution by both parties and will last for a period of one (1) year.

4. RENEGOTIATION

The County reserves the right to renegotiate and amend this Agreement if revisions of any applicable laws, regulations, or budget allocations make changes in this Agreement necessary or desirable.

5. TERMINATION

Either party upon thirty days written notice may terminate this Agreement. Any violation by the Event Organizer of any provision of this Agreement or any applicable County, State or Federal regulations shall be considered a breach of this Agreement and County may choose to terminate this Agreement immediately. In the event of termination by either party, the Event Organizer will return to the County all unused or unencumbered funds remaining on the date of termination.

6. ASSIGNMENT

This Agreement may not be assigned in whole or in part without the prior written consent of County.

SAMPLE

SECTION II –EVENT SPONSOR'S OBLIGATIONS

1. USE OF FUNDS

The Event Organizer shall use the funding provided by the County pursuant to this Agreement solely for the purposes outlined herein and which were approved by the BOCC. Any use of Charlotte County funds for purposes not specifically authorized by the BOCC will preclude the recipient from eligibility for future BOCC-EDP funds, and may result in legal action by the BOCC to recover funds spent by the Event Organizer in contravention of these requirements.

2. MASTER FILE

A master file of documents pertaining to the Event Organizer's organization must be submitted to the Contract Manager, below, within 60 days of the effective date of this Agreement.

The Master File shall include:

1. The last audited or unaudited financial statement;
2. The latest Annual Report, if applicable;
3. A copy of Florida Dept. of State Div. of Corporations Annual Report; and
4. Evidence that the Event Organizer is currently classed under IRS as a 501(c)3, if applicable.

Event Organizer accepts responsibility for updating information no later than thirty days following any changes.

3. FINANCIAL REPORTS

The Event Organizer agrees to furnish to the County, within one-hundred-eighty (180) days after the close of the Event Organizer's fiscal year, such Annual Reports and audited Financial Statements as are required herein or as may be requested by the County as necessary to fairly and accurately document the performance of services pursuant to this Agreement and the value and impact upon the residents of Charlotte County, Florida.

4. AUDITING, RECORDS AND MONITORING

The Event Organizer, its agents, assigns or other organizations acting on its behalf, shall maintain books, records, documents and other evidence and shall follow generally accepted accounting principles, which properly reflect all revenue and direct and indirect costs of any nature received or expended in the performance of this Agreement. These records shall be subject at all times to inspection, review, or audit by personnel duly authorized by County, subject to any applicable confidentiality laws.

The Event Organizer shall have an annual audit of all its activities related to the event conducted by an independent Certified Public Accountant in accordance with generally accepted accounting principles after the conclusion of the event. The audit statement will include a management letter than contains comments on internal control. The audit or statement shall be submitted to County after the end of the Event Organizer's fiscal year, with their annual report. Failure to comply with this requirement may, at County's option, result in denial or termination of future agreements. A copy of the audited financial statement of the event must also be included with any application for second-year event funding, should the Event Organizer apply for second-year funding.

SAMPLE

All reports or other information required by this Agreement shall be submitted to:

Charlotte Harbor Visitor and Convention Bureau
18500 Murdock Circle, B-104
Port Charlotte, FL 33948

5. RETENTION/OWNERSHIP OF RECORDS

The Event Organizer agrees to retain all books, records and other documents relative to this Agreement for five (5) years after termination of this Agreement. Persons duly authorized by County shall have full access to and the right to examine any materials during said period, subject to applicable confidentiality laws. These materials may also be subject to Chapter 119, Florida Statutes, the Florida Public Records Act, unless the materials meet a Florida statutory exemption or are confidential pursuant to state or federal law. Event Organizer agrees to comply with the requirements of Chapter 119 of the Florida Statutes to the extent that it may apply.

6. NON DISCRIMINATION

By signing this Agreement, the Event Organizer certifies that it complies with the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, and the Florida Civil Rights Act. Specifically, the Event Organizer agrees that:

> No person shall, on the grounds of race, color, sex, religion, age, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any event, program or activity funded through this Agreement.
>
> The Event Organizer will not discriminate against any employee or applicant for employment, contractor or volunteer, because of race, color, religion, sex, age, disability, or national origin.
>
> In all solicitations or advertisements regarding the event, the Event Organizer shall state that all Event activities are open to all persons regardless of race, color, religion, sex, age, disability, or national origin, and provide a mechanism for persons with disabilities to request reasonable accommodation.

The County may require the Event Organizer to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to the Event Organizer's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Agreement and deny any future funding agreements upon receipt of evidence of discrimination.

7. COMPLIANCE WITH APPLICABLE LAWS

By signing this Agreement, the Event Organizer certifies that it complies with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county and city governments, and of all governmental agencies. The Event Organizer shall provide copies of all executed permits or licenses applicable to the event from all regulatory agencies immediately upon request by the County.

8. INDEPENDENT CONTRACTOR

By signing this Agreement, the Event Organizer certifies that under the provisions of this Agreement, it shall be considered an independent contractor for which County assumes no responsibility for the means or manner in which the Event Organizer's activities are provided or

SAMPLE

persons are employed. For $10.00 and other good and valuable consideration, the receipt of which is acknowledged, the Event Organizer agrees to defend, indemnify and save County harmless from any damage whatsoever arising from the performance of any of the activities under this Agreement and to defend, indemnify and hold County harmless from any claims made by or on behalf of its clients, agents, servants, volunteers and employees involved in work under this Agreement.

The Event Organizer will promptly report to the Charlotte County Visitor and Convention Bureau any claim or suit against it or the County arising from action in furtherance of this Agreement. The Event Organizer agrees to pay County all damages, expenses, costs, attorney's fees, and judgments incurred or assessed against County by reason of any claim or suit arising from the Event Organizer's negligent or intentional acts or default in the performance of this Agreement.

The Event Organizer shall maintain event, general liability, property damage and/or other insurance in amounts approved by County and reasonably estimated to discharge its obligations under this Agreement, and will include in its event-related contracts a provision requiring the same of its contractors or agents. Within 30 days of written request from County, the Event Organizer shall submit to the Charlotte County Visitor and Convention Bureau a copy of the event insurance contract and a policy and/or certificate of insurance showing County (and its officers, employees, agents, and volunteers) as an additional insured.

9. SCHEDULE

The Event is expected to occur _____. Post Reporting responsibilities are to occur as stated herein and as stated in the Post-Event Report attached to the BOCC-EDP application.

SECTION III – COORDINATION BETWEEN EVENT ORGANIZER AND COUNTY

1. CONTRACT MANAGERS

The Contract Manager for County is _____. The Contract Manager for the Event Organizer is _____. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party within thirty (30) days of such change.

2. NON-DUAL SERVICE

No employee of the Event Organizer may be an employee of County, unless approved by the Charlotte County Administrator.

SECTION IV – COUNTY'S OBLIGATION

1. PAYMENT AND FUNDING

County shall pay the total amount of _____ to the Event Organizer or on its behalf, for the following purposes and in the following manner:
_____
_____.

Any payments that are to be made directly to third parties on behalf of the Event Organizer must be supported by documentation substantiating the cost incurred by the Event Organizer from the third party. Such documentation must include copies of the contract between the Event Organizer and third party, if applicable; the quotation or proposal for services from the third party to the Event Organizer, if applicable; an itemized invoice from the third party to the Event Organizer showing

SAMPLE

costs actually incurred by the Event Organizer; or other documentation sufficient to show actual cost to the Event Organizer.

No other payments are to be made, nor are they expected by the Event Organizer during the term of this Agreement without prior written agreement of the parties, and no oral representation made by the County or any of its employees, officers or agents shall constitute a valid Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Charlotte County, Florida.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Chairman

Date: _____

Attest:
Barbara T. Scott, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

EVENT ORGANIZER

Witness:

By: _____

By: _____

Title: _____

Date: _____

SAMPLE

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

EVENT DEVELOPMENT PROGRAM

IN-KIND SERVICES

[illegible]

[illegible] ("BOCC EDP") provides In [illegible]

[illegible] **Guidelines for Funding In-Kind Services** [illegible] **April 1 and December 15 of each year.** [illegible]

[illegible]

GENERAL REQUIREMENTS

1. [illegible] **not to exceed Fifty Thousand Dollars ($50,000)** [illegible]

2. **In-Kind Services** [illegible] the Charlotte County Sheriff's [illegible] County Sheriff's Office a [illegible]

[illegible] **by April 1** [illegible]

[illegible]

[illegible]

[illegible]R [illegible]

[illegible]

[illegible] prior years' event, and must provide actual figures relating to the number of event [illegible]

8. [illegible] **60 (out of 100)** [illegible]

[illegible]

9. Recipients will be required to sign the County's standard In[illegible]

[illegible]

10. R[illegible] determined by the County's Risk Manager and to name Charlotte County Board of [illegible]

[illegible]

11. [illegible]R[illegible]1 00 [illegible]2 [illegible]8 [illegible]R[illegible]

[illegible]

12. [illegible]

APPLICATION

for

IN-KIND SERVICES

I. APPLICANT INFORMATION

[illegible]

[illegible]

[illegible]D [illegible]

[illegible]rd [illegible]r [illegible]r [illegible]r [illegible]r [illegible]d [illegible]d [illegible]rd [illegible]

[illegible] [illegible] [illegible]m [illegible]m [illegible]

[illegible]r [illegible]r [illegible]r [illegible]01 [illegible]r [illegible]r [illegible]

[illegible] [illegible] [illegible]m [illegible]m [illegible]

[illegible]d [illegible]

[illegible]/R [illegible]d [illegible]

[illegible]

M [illegible]ddr [illegible]

[illegible]

[illegible]ddr [illegible]

[illegible] [illegible]

II. EVENT INFORMATION

[illegible]

[illegible]D [illegible]

[illegible]

[illegible]M [illegible]r [illegible]d [illegible]r [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

III. LIST OF IN-KIND SERVICES REQUESTED

[illegible]	[illegible]	[illegible]	Charlotte County Sheriff's Office
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible] Charlotte County Sheriff's Office and each [illegible]

[illegible]

[illegible] s from the Charlotte County Sheriff's Office [illegible] **All Services are subject to availability.**

Total Value of In-Kind Services requested: _____

[illegible]

III. SIGNATURE/DISCLAIMER

[illegible]

County Sheriff's Office and [illegible]

[illegible]

[illegible]

[

CRITERIA – IN-KIND SERVICES

[illegible]

[illegible]

[illegible] R[illegible]M[illegible] [illegible] 1,000 [illegible] D[illegible] 1,000 [illegible] 20 [illegible] 0 [illegible]

[illegible] **Score: _____ out of 20** [illegible]

[illegible] [illegible]M[illegible]M[illegible] [illegible] M[illegible] [illegible] D[illegible] [illegible] M[illegible] 20 [illegible] 0 [illegible]

[illegible] **Score: _____ out of 20** [illegible]

[illegible] [illegible]D[illegible] [illegible] year's [illegible] 20 [illegible] 0 [illegible]

[illegible] **Score: _____ out of 20** [illegible]

D[illegible] [illegible]

[illegible] **Score: _____ out of 20** [illegible]

[illegible] [illegible]R[illegible] [illegible] D[illegible]

[illegible] **Score: _____ out of 20** [illegible]

[illegible] **TOTAL SCORE: _____ out of 100**

Commissioner: _____ [illegible]

[illegible]

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 7.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

a) Discussion and direction on the Economic Development Director hiring timeline; and
b) Set skype interviews for May 20, 2019 at 9:00 a.m. as previously discussed.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: R - 8.

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1 DEPARTMENT MAKING REQUEST

Regular Agenda

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Approve ~~the funding of~~ Change Order #1, to Contract #18-530, Live Oak Parks Restoration, in the amount of $49,931.64 **with V & H Construction of Fort Myers, Florida** using TIF funds. This is for additional work required for the complete restoration.
****Change, Updated wording, 5/8/19****
****Change, Moved to Regular Agenda, Item R-8, 5/13/19****

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - False

Budget Action
No action needed. Budgeted in the Charlotte Harbor Community Redevelopment Agency (CRA) Fund as approved in the FY19 budget process. Funding is provided from savings in construction activities at the park using Tax Increment Fund (TIF) revenues.

Financial Impact Summary Statement
Funding is provided from savings in construction activities at the park using TIF revenues.

Detailed Analysis Attached - False

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This contract is for the restoration of two parks located at Bayshore Live Oak Park, 23157 Bayshore Road, Port Charlotte, FL 33980 and Live Oak Point Park, 5100 Tamiami Trail, Port Charlotte, FL 33980.

The scope of the work for Live Oak Point Park was to restore the park to its condition prior to Hurricane Irma. It was discovered during the restoration that the drains from the Northbound 41 Bridge are directly above replaced soil and fill material. This causes washout of materials when it rains and compromises the compaction levels. A drainage conveyance system is needed to divert the rain water to maintain the integrity of the contracted scope of work.

While the work required in this change order was discovered during the hurricane restoration project, it must be noted that the condition existed prior to the hurricane; therefore, it is not an approved mitigation project nor is it reimbursable by FEMA.

It is in the best interest of the County to approve Change Order #1 to Contract #18-530, Live Oak Parks Restoration, in the amount of $49,931.64 for a total contract amount of $779,269.64. A complete breakdown of the change is attached.

ATTACHMENTS:

File Name	Description	Upload Date	Type
18-530-1.pdf	Change Order	4/22/2019	Backup Material

CHARLOTTE COUNTY
FACILITIES DEPARTMENT
FAX 743-1568

CHANGE ORDER REQUEST

Change Order Number:	1	**Title of Project:**	Live Oak Parks Restoration
Contract Number:	2018000530	**Building Number**	
Purchase Order Number:	2019000563		
Originating Dept	Facilities		
Requested by:	Travis Perdue		
		Project Number :	d17p002 - Bayshore Live Oaks Park
Original Contract Amount:	$ 729,338.00	**Capital Task**	620 - Construction
Previous Change Orders:	$ -	**Capital Detail**	00000 (unless otherwise needed)
		Account Strings:	
FEMA Reimbursement	$ -		
Funded from Other Source	$ 49,931.64		d17p002.777.10102.0.1901.900001.519.52.999
Funded from Other Source			
User Funded			
Total of Change Order	$ 49,931.64		
Total Amended PO	**$ 779,269.64**		

Requested Action:

Amend contract additional construction costs.

General description of change:

Changes include additional electrical work, irrigation additions and adding a water diversion ground system under the bridge drains.

COST IMPACT: ***$ 49,931.64***

SCHEDULE IMPACT (Days): ***24***

SPECIAL PROVISIONS:

N/A

Approved by:

Attachments: Cost Estimate

Travis Perdue — 4-19-19 (date)

Travis Perdue

David Milligan — 4.19.19 (date)

David Milligan, Director

PROPOSAL

From: V&H Construction, Inc.
6385 Presidential Ct.
Suite #202
Fort Myers, FL 33919 USA
Contact: Rade Vujaklija
Phone: 239-989-7633
Fax: 866-773-4968
Email: vhinfo@vhconstruction.net

Project: CHAROAKPARKCO1
Description: Change Order #1 - Live Oak Park

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1	Electrical Work Modification and Permiting	1.000	LS	$3,300.00	$3,300.00
2	Irrigation Modification	1.000	LS	$2,750.00	$2,750.00
3	Bridge Scupper Discharge Flow Diversions	1.000	LF	$43,881.64	$43,881.64
				TOTAL BID:	**$49,931.64**

Signature: _____ 4/18/19

Rade Vujaklija, President

ITEM SHEET COSTS AS SHOWN

Item:	1	Unit of Measure:	LS
Description:	Electrical Work Modification and Permiting	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	0.00
Hours per Day:	10	Man-Hours per Unit:	0.0000
Alternate:		Units / MH:	0.0000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
1	Electrical Work Modification and Perm	LS	1.00	0.00	0.00

Cost Detail for Item 1

R	Code	Description	QTY	U/M	Factor	Rate	Cost
S	WRITEIN	Electrical Sub	1.00	LS	1.00	3,000.00	3,000.00

Item Unit Cost: 3,000.00 **Item Total Cost: 3,000.00**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	0.00	0.00	0.00	0.00	3,000.00	0.00
Unit:	0.00	0.00	0.00	0.00	3,000.00	0.00

Bid Data for Item: 1

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	3,300.00	3,300.00	3,000.00	300.00	
Take-off Qty:	1.00	3,300.00	3,300.00	3,000.00	300.00	0.00

ITEM SHEET COSTS AS SHOWN

Item:	2	Unit of Measure:	LS
Description:	Irrigation Modification	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	0.00
Hours per Day:	10	Man-Hours per Unit:	0.0000
Alternate:		Units / MH:	0.0000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
2	Irrigation Modification	LS	1.00	0.00	0.00

Cost Detail for Item 2

R	Code	Description	QTY	U/M	Factor	Rate	Cost
S	WRITEIN	Irrigation Sub Contractor	1.00	LS	1.00	2,500.00	2,500.00

Item Unit Cost: 2,500.00 **Item Total Cost: 2,500.00**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	0.00	0.00	0.00	0.00	2,500.00	0.00
Unit:	0.00	0.00	0.00	0.00	2,500.00	0.00

Bid Data for Item: 2

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	2,750.00	2,750.00	2,500.00	250.00	
Take-off Qty:	1.00	2,750.00	2,750.00	2,500.00	250.00	0.00

ITEM SHEET COSTS AS SHOWN

Item:	3	Unit of Measure:	LF
Description:	Bridge Scupper Discharge Flow Diversions	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	840.00
Hours per Day:	10	Man-Hours per Unit:	840.0000
Alternate:		Units / MH:	0.0012

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
3	Bridge Scupper Discharge Flow Diversi	LF	1.00	0.07	14.00

Cost Detail for Item 3

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	0000006	FORMAN PILE DRIVE	1.00		14.00	524.48	7,342.72
L	0000040	CARPENTER I	5.00		14.00	295.02	20,651.40
E	0000029	GENERATOR	1.00		14.00	34.00	476.00
E	0000050	PICK UP	1.00		14.00	60.00	840.00
E	0000052	SURVEYING EQUIP	1.00		14.00	10.00	140.00
E	51	SMALL TOOLS	2.00		14.00	60.00	1,680.00
E	60	TAMPER HAND OPERATED	1.00		14.00	60.00	840.00
M	WRITEIN	3-6" stone	7.00	loads	1.00	995.10	6,965.70
M	WRITEIN	Filter Fabric	1.00	roll	1.00	956.58	956.58

Item Unit Cost: 39,892.40 **Item Total Cost: 39,892.40**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	27,994.12	3,976.00	0.00	7,922.28	0.00	0.00
Unit:	27,994.12	3,976.00	0.00	7,922.28	0.00	0.00

Bid Data for Item: 3

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	43,881.64	43,881.64	39,892.40	3,989.24	
Take-off Qty:	1.00	43,881.64	43,881.64	39,892.40	3,989.24	0.00

Charlotte County Board Of County Commissioners
Agenda Item Summary

Item Number: -

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1 DEPARTMENT MAKING REQUEST

Charlotte County Schedule

2 MEETING DATE

5/14/2019

3 REQUESTED MOTION/ACTION

Tuesday, May 21, 2019	9:00 a.m.	Board of County Commissioners Monthly Workshop	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, May 21, 2019	2:00 p.m.	Focus Area Workshop #2	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, May 23, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, May 28, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 4, 2019	2:00 p.m.	Focus Area Workshop #3	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, June 06, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Thursday, June 06, 2019	2:30 p.m.	Focus Area Workshop #4	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 11, 2019	9:00 a.m.	Board of County Commissioners Regular Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 18, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Monthly Workshop	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, June 18, 2019	9:00 a.m.	Board of County Commissioners Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
		Board of County Commissioners	Murdock Administration Center,

Thursday, June 20, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, June 25, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Monday, July 8, 2019	9:00 a.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, July 9, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, July 16, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Monthly Workshop	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, July 16, 2019	2:00 p.m.	*****Rescheduled to Wednesday July 17***** Presentation of Tentative Budget	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Wednesday, July 17, 2019	2:00 p.m.	*****Rescheduled from July 16***** Presentation of Tentative Budget	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Wednesday, July 17, 2019	5:01 p.m.	MSBU Public Hearing	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, July 18, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Thursday, July 18, 2019	5:01 p.m.	MSBU Public Hearing - Tringali	Tringali Park Recreation Center, 3460 N. Access Road, Englewood
Tuesday, July 23, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, July 30, 2019	9:00 a.m.	*****Rescheduled to Tuesday August 6***** Board of County Commissioners Utilities Quarterly Update Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, August 6, 2019	9:00 a.m.	*****Rescheduled from July 30***** Board of County Commissioners Utilities Quarterly Update Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
		CANCELED Board of County	Murdock Administration Center,

Thursday, August 08, 2019	1:30 p.m.	Commissioners Pre-Agenda Meeting	18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, August 13, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Regular Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, August 20, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Monthly Workshop	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, August 22, 2019	1:30 p.m.	**CANCELED** Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Tuesday, August 27, 2019	9:00 a.m.	**CANCELED** Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday,September 05, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Monday, September 9, 2019	5:01 p.m.	First Budget Public Hearing	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, September 10, 2019	9:00 a.m.	Board of County Commissioners Regular and Land Use Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, September 17, 2019	9:00 a.m.	Board of County Commissioners Monthly Workshop	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday,September 19, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte
Monday, September 23, 2019	5:01 p.m.	Final Budget Public Hearing	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Tuesday, September 24, 2019	9:00 a.m.	Board of County Commissioners Regular Meeting	Murdock Administration Center, 18500 Murdock Circle, Commission Chambers Room #119, Port Charlotte
Thursday, October 03, 2019	1:30 p.m.	Board of County Commissioners Pre-Agenda Meeting	Murdock Administration Center, 18500 Murdock Circle, Building B, Room #106-B, Port Charlotte

4. AGENDA **5. IS THIS ITEM BUDGETED (IF APPLICABLE)**

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)