



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

SEPTEMBER 21, 2026

6:00 PM

REVISED LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Vice Mayor

Monica Clark

Council Members

Noel Chandler

Bob Jarriel

David McAuley

Exhibit 1	September 3, 2026, Minutes
Exhibit 2	August 2026 Warrant Register
Exhibit 3	Ordinance No. 1333
Exhibit 4	Ordinance No. 1331
Exhibit 5	Ordinance No. 1332
Exhibit 6	Ordinance No. 1334
Exhibit 7	Proctor Construction Company, LLC Agreement
Exhibit 8	Budget Transfer Policy
Exhibit 9	Backup Code Enforcement Magistrate Memo
Exhibit 10	Resolution 2026-09



CITY OF OKEECHOBEE, FLORIDA
SEPTEMBER 3, 2026, REGULAR CITY COUNCIL MEETING AND
FIRST BUDGET PUBLIC HEARING FOR FISCAL YEAR 2026-27
DRAFT MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on September 3, 2026, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida (FL). The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members physically present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, Robert "Bob" Jarriel, and David R. McAuley.

III. AGENDA AND PUBLIC COMMENTS

- A. No modifications were made to the published agenda; however, additional materials were added to Exhibits 8 and 11. and Exhibit 12 was added for item VIII.
- B. Vice Mayor Clark made a motion, seconded by Council Member Jarriel to adopt the agenda as published.
Motion Carried Unanimously.
- C. No comment cards were received for public participation for issues not on the agenda.

IV. PRESENTATIONS AND PROCLAMATIONS

- B. Mayor Watford proclaimed the week of September 17 through 23, 2026, as Constitution Week, **Exhibit 1**. The Proclamation was presented to Ms. Lori Howard and Ms. Lonnie Kirsch of the Daughters of the American Revolution, and was read into the record as follows: "**Whereas, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and Whereas, September 17, 2026, marks the two hundred and thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention and by request of the Okeechobee Chapter of the Daughters of the American Revolution; and Whereas, it is fitting and proper to afford official recognition to this magnificent document and its memorable anniversary, and to urge all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by protecting the freedoms guaranteed to us through this guardian of our liberties, and to honor them with patriotic celebrations which will commemorate the occasion; and Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor by the City of Okeechobee, FL, do hereby proclaim the week of September 17 through 23, 2026, as Constitution Week in the City of Okeechobee, FL.**"

V. CONSENT AGENDA

Council Member McAuley made a motion, seconded by Council Member Jarriel to:

- A. Dispense with the reading and approve the August 18, 2026, Minutes [as presented in **Exhibit 2**]; and
- B. Appoint Mr. Anthony Smith to the General Employees' Retirement System Fund Board of Trustees, City Resident 2 of 2, term [beginning] September 4, 2026, through December 31, 2028, [as presented in **Exhibit 3**].
Motion Carried Unanimously.

VI. MAYOR WATFORD OPENED THE FISCAL YEAR (FY) 2026-27 FIRST BUDGET PUBLIC HEARING AT 6:07 P.M.

- A. Mayor Watford announced the purpose of this Public Hearing is to consider the first reading of ordinances for the proposed Millage Rate levy and proposed Budget for FY October 1, 2026, through September 30, 2027.
- B. Mayor Watford announced the proposed Millage Rate levy represents the roll-back rate of 5.8321 computed pursuant to Florida Statutes (FS) 200.065(1).

VI. FY 2026-27 FIRST BUDGET PUBLIC HEARING CONTINUED

- C.** Vice Mayor Clark made a motion, seconded by Council Member Chandler to read by title only, proposed Ordinance No. 1331, levying a Millage Rate of 5.8321 on all real and tangible personal property for proposed FY October 1, 2026, through September 30, 2027 [as proposed in **Exhibit 4**].
Motion Carried Unanimously.

Assistant City Attorney Stephen Conteagüero read into the record the title of Ordinance No. 1331 as follows: **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FL; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FY BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING THAT 5.8321 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 5.8321 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 0.00 PERCENT MORE THAN THE ROLL-BACK RATE OF 5.8321 COMPUTED IN ACCORDANCE WITH FS 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Vice Mayor Clark made a motion, seconded by Council Member Chandler to approve the first reading, and set September 21, 2026, at 6:00 P.M., or as soon thereafter as possible, as the second reading and final Public Hearing date for proposed Ordinance No. 1331. No comments or questions were offered from the Public.

Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea.
Motion Carried Unanimously.

- D.** Council Member McAuley made a motion, seconded by Council Member Jarriel to read by title only, proposed Ordinance No. 1332, adopting the annual Budget for FY October 1, 2026, through September 30, 2027 [as proposed in **Exhibit 5**].
Motion Carried Unanimously.

Assistant City Attorney Conteagüero read into the record the title of Ordinance No. 1332 as follows: **“AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FL; FOR THE FY BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FY; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Council Member Jarriel made a motion, seconded by Vice Mayor Clark to approve the first reading, and set September 21, 2026, at 6:00 P.M., or as soon thereafter as possible, as the second reading and final Public Hearing date for proposed Ordinance No. 1332. No comments or questions were offered from the Public.

Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea.
Motion Carried Unanimously.

MAYOR WATFORD CLOSED THE FY 2026-27 FIRST BUDGET PUBLIC HEARING AT 6:13 P.M.

VII. NEW BUSINESS

- A.** Council Member Jarriel made a motion, seconded by Council Member McAuley to accept a Right-of-Way Dedication from Park Street Property Owners Association, Inc, for the Roadway Tract as shown on Park Street Commerce Center Plat Book 8, Page 91, 0.386+/- acres located along the East boundary line of Lot 5 and Stormwater Tract “B” [as presented in **Exhibit 6**], and contingent upon receiving a recorded deed transferring ownership to Park Street Property Owners Association, Inc., proof of lenders release of mortgage for the Roadway Tract, and signature pages.
Motion Carried Unanimously.
- B.** Vice Mayor Clark made a motion, seconded by Council Member Jarriel to approve a Federal Financial Assistance Subrecipient Agreement with the FL Department of Agriculture and Consumer Services in the amount of \$22,500.00 to plant 69 trees at seven different locations in the City [as presented in **Exhibit 7**].
Motion Carried Unanimously.

VII. NEW BUSINESS CONTINUED

- C. Council Member McAuley made a motion, seconded by Council Member Jarriel to approve and authorize the Mayor and City Clerk to execute a Subordination of City Utility Interest as requested by Florida Department of Transportation (FDOT) for vacated alleyways lying East to West in Block 1 between Lots 1 to 4 and 5 to 8, and Block 2 between Lots 1 to 10 and 17 to 26, and a portion of vacated Northeast (NE) 3rd AVE between NE 13th and 14th Streets (ST), OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public records [as presented in revised **Exhibit 8**].

Motion Carried Four to One, Council Member Chandler Voting No.

- D. Council Member Jarriel made a motion, seconded by Council Member McAuley to approve Prime Contract Potential Change Order #006 to Proctor Construction to purchase Door Panic Hardware [as presented in **Exhibit 9**].

Motion Carried Unanimously.

- E. City Administrator Denise Whitehead presented an opportunity for the City to acquire 3.946 acres located directly south of City Hall at 501 SE 2nd ST from American Legion Post 64, **Exhibit 10**. The property includes one storage building totaling 2,400 square-feet and two connected structures totaling 13,136 square-feet, currently used as a social club and community hall. While the American Legion has not set an asking price, representatives expressed a desire to work with the City and establish an arrangement to lease back a portion of the facilities post-purchase. Proceeding with negotiations will require upfront expenditures for preliminary steps, including two independent real estate appraisals. Following the sale, the City may be eligible to apply for partial reimbursement through Land Acquisition Grants. Two representatives from American Legion Post 64 were present for the discussion, though their names were not provided for the record. **By unanimous consensus, the City Council directed Administrator Whitehead to initiate negotiations and schedule the appraisals.**

[Legal Description: Lots 2 to 6 of Block 253, FIRST ADDITION TO CITY OF OKEECHOBEE, Plat Book 5, Page 6, Okeechobee County public records, and Beginning at the intersection of Hiawassee ST (n/k/a East 4th AVE) and North 7th ST (n/k/a South 2nd ST), run East along the North boundary line of 7th ST (n/k/a South 2nd ST) 200-feet to the SE corner of Lot 6 of said Block 253; then run North on dividing line between Lots 6 and 7 of said Block 253, to the South boundary line of South Park ST; then run West along the South boundary line of South Park ST to the intersection of Hiawassee ST (n/k/a East 4th AVE); then run South along the East boundary line of Hiawassee ST (n/k/a East 4th AVE) to the Point of Beginning less Lots 2 to 6 of said Block 253; together with Lots 1 to 6 of Block 203, said FIRST ADDITION TO CITY OF OKEECHOBEE and Beginning at the SE corner of said Block 203, run East along the North boundary line of 7th ST (n/k/a South 2nd ST) 70-feet; then run North along the East boundary line of Hiawassee ST (n/k/a East 4th AVE) 300-feet to the South boundary line of South Park ST; then run West 370-feet to the intersection of Cherokee ST (n/k/a East 3rd AVE); then run South along the East boundary line of Cherokee ST (n/k/a East 3rd AVE) 300-feet to the intersection of 7th ST (n/k/a South 2nd ST); then run East along the North boundary line of 7th ST (n/k/a South 2nd ST) to the Point of Beginning. Block 203 includes the abandoned portion of SE 4th AVE lying between South Park ST and SE 2nd ST. Parcel Identification No. 3-21-37-35-0020-02530-0020.]

- F. City Administrator Whitehead presented information and requested direction regarding the recruitment for the appointed City Clerk position, following the announced retirement of elected City Clerk Gamiotea at the end of her term on January 4, 2027. Supporting materials provided in **Exhibit 11** included an updated job description based on Charter and Ordinance duties, current salary grade assignments, the standard pay plan, and a memorandum outlining key decisions for City Council review. Additionally, a comparative salary list of 11 municipalities was distributed, detailing population sizes and reporting structures. **By majority consensus, the City Council directed staff to move forward with advertising for the position with the following parameters: Salary Range, approved the recommended Pay Grade 109 (\$63,369.21 to \$71,290.37). Reporting Structure, the City Clerk will report directly to the City Council. Recruitment Posting and Timeline, the position will be posted as soon as possible for 30 days, open to both internal and external applicants.** To maintain neutral oversight due to current qualified City employees expressing interest in the position, City Administrator Whitehead's office will coordinate the recruitment process. Qualified applications will be presented to the City Council to determine interviews.

VIII. CITY ATTORNEY UPDATE

A copy of the written update, as read by Assistant City Attorney Conteagüero, was added to the official Minute File, labeled as **Exhibit 12**.

- Finalized the real estate closing with Cel & Mor Properties, LLC., (f/k/a WSF Properties) for the East 1.69 acres at 850 NE 9th ST, Tract A, CITY OF OKEECHOBEE COMMERCE CENTER, Plat Book 7, Page 10, Okeechobee County public records.

VIII. CITY ATTORNEY UPDATE CONTINUED

- Reviewed the FDOT Subordination Agreement approved on tonight's agenda.
- Received the Design Build Agreement for the Public Safety Building from Proctor Construction and began reviewing their remarks/revisions.
- The potential property purchase of the American Legion Post 64 will now be under review.
- Met remotely with City Attorney John Fumero, City Planner Ben Smith, and staff to discuss exempting the Technical Review Committee (TRC) meetings from Sunshine Law requirements. The draft Ordinance will go to the City Council at a future meeting; Administrator Whitehead confirmed the TRC meetings will remain open for public attendance and comment.
- Reviewing recent edits to the Building Permit and Site Plan Review Guidelines provided by City Planner Smith and staff.

IX. CITY ADMINISTRATOR UPDATE

- Realigned operations between Public Works and General Services to protect the Public Works Administrative Secretary. The public facing elements of Public Works, such as Centennial Park Permitting, are now handled at City Hall in General Services, while all facilities and maintenance will be managed by Public Works.
- Posted a Strategic Plan Survey on the City's Facebook page for all citizens and staff to complete. Results will be summarized by staff for the City Council.
- Inquired and confirmed Vice Mayor Clark and Council Members Chandler and Jarriel would be riding on Fire Engine One in the Labor Day Parade on Monday.
- The Mayor, City Council, and City Clerk Gamiotea received a postcard at their seat on the dais, from Ms. Magi Cable, inviting them to attend the Traveling Smithsonian Exhibit's Open House being held at the Okeechobee County Historic Court House on October 17, 2026.
- Eight staff members enrolled in an 8-month Leadership Training Class starting September 9, 2026, held once a month. They will be paired with mentors from Henrico County, Virginia (VA).
- Announced Finance Director Connell's acceptance as a mentee in the FL Government Finance Officers Association Mentoring Program.
- Expressed gratitude to the City Council and staff for their support during her family's recent loss.

X. COUNCIL COMMENTS

- Council Member Chandler thanked City Administrator Whitehead for realigning duties to protect Public Works Administrative Secretary Matchett. He also lightheartedly noted Council Member McAuley's wife recently appeared in a video featuring the Historic Courthouse.
- Council Member Jarriel highlighted the Public Works Department's quick response time. He commended crews for clearing debris after the August 20, 2026, rains which prevented further flooding during recent storms. Administrator Whitehead echoed praise for the Department's hard work.
- Council Member McAuley shared that the FL League of Cities is asking elected officials to speak on Proposed Amendment 3 and submit a photo alongside their video or Letter to the Editor.
- Vice Mayor Clark gave notice she will miss the September 21, 2026, City Council meeting. She then asked about attending the Pete Clemons Labor Day Rodeo, and Administrator Whitehead offered to coordinate her attendance with the Okeechobee Cattlemen's Association.
- Mayor Watford reported on the September 2, 2026, Treasure Coast Council of Local Governments meeting which featured a presentation on Data Centers by Mr. Mike Turner, Vice Chair and Ashburn District Supervisor for Loudoun County, VA., as well as a lively discussion regarding Flock Cameras. He commended the City Council for maintaining decorum during meetings, contrasting it to surrounding local governments facing criticism for their lack of civility towards each other and staff at their public meetings.

XI. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:30 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.



Okeechobee, FL

Check Report

By Check Number

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
Tiffany Urquhart	Tiffany Urquhart	08/21/2026	Regular	0.00	4,000.00	2075

Bank Code CapVeh Fund Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	4,000.00

Check Report

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	08/03/2026	EFT	0.00	3,065.67	518
City Of Okeechobee P	City Of Okeechobee Payroll Account	08/05/2026	EFT	0.00	124,014.43	519
1644	PRM - Health Insurance	08/13/2026	EFT	0.00	59,418.00	520
1770	PRM - Life, LTD & STD	08/13/2026	EFT	0.00	1,583.94	521
1770	PRM - Life, LTD & STD	08/13/2026	EFT	0.00	2,479.05	522
1645	PRM - Vision & Dental	08/13/2026	EFT	0.00	2,564.02	523
City Of Okeechobee P	City Of Okeechobee Payroll Account	08/19/2026	EFT	0.00	128,272.69	524
AdvanceAuto	Advance Auto Parts	08/07/2026	Regular	0.00	70.06	49969
American Drilling Se	American Drilling Services, Inc.	08/07/2026	Regular	0.00	243.80	49970
AFLAC	American Family Life Assurance Co.	08/07/2026	Regular	0.00	481.44	49971
BOA-0405 Ritter	Bank of America	08/07/2026	Regular	0.00	1,256.73	49972
BOA-8285 Taylor	Bank of America	08/07/2026	Regular	0.00	3,997.50	49973
BOA-7024 Kovac	Bank of America	08/07/2026	Regular	0.00	272.43	49974
BOA-0848 Hampshire	Bank of America	08/07/2026	Regular	0.00	367.16	49975
BOA-7912 Connell	Bank of America	08/07/2026	Regular	0.00	1,392.30	49976
BOA-0795 Hall	Bank of America 0795	08/07/2026	Regular	0.00	2,492.67	49977
	Void	08/07/2026	Regular	0.00	0.00	49978
BOA-7883 Gamiotea	Bank of America 7883	08/07/2026	Regular	0.00	355.79	49979
CAS Governmental Ser	CAS Governmental Services, LLC	08/07/2026	Regular	0.00	1,833.33	49980
Comcast	Comcast	08/07/2026	Regular	0.00	126.00	49981
Fitness Factory	Fitness Factory	08/07/2026	Regular	0.00	40.00	49982
SDU	Florida State Disbursement Unit	08/07/2026	Regular	0.00	953.23	49983
Florida Unemployment	Florida Unemployment Comp. Fund	08/07/2026	Regular	0.00	1,375.00	49984
ICS	ICS Computers Inc.	08/07/2026	Regular	0.00	1,718.00	49985
Liberty	Liberty National Life Ins. Co.	08/07/2026	Regular	0.00	401.13	49986
2253	MacVicar Consulting, Inc.	08/07/2026	Regular	0.00	250.00	49987
Morris-Depew Associa	Morris-Depew Associates, Inc.	08/07/2026	Regular	0.00	5,472.00	49988
Taylor Rental	Taylor Rental - Okeechobee	08/07/2026	Regular	0.00	8.73	49989
Thread	Thread Works Embroidery, LLC	08/07/2026	Regular	0.00	110.00	49990
Trac	TRAC Refrigeration	08/07/2026	Regular	0.00	336.04	49991
1861	TransUnion Risk & Alternative Data	08/07/2026	Regular	0.00	100.00	49992
Unemployment Insurar	Unemployment Insurance	08/07/2026	Regular	0.00	44.90	49993
1544	UniFirst Corp	08/07/2026	Regular	0.00	529.58	49994
Verizon	Verizon Wireless	08/07/2026	Regular	0.00	1,148.70	49995
W&W	W&W Lumber Company of Okeechobee	08/07/2026	Regular	0.00	75.88	49996
Alexander Lenard	Alexander Lenard, MD, PLLC	08/14/2026	Regular	0.00	160.00	49997
Dawn Hoover	Dawn Hoover	08/14/2026	Regular	0.00	50.00	49998
Dora Roberts	Dora Roberts	08/14/2026	Regular	0.00	35.00	49999
Douglas McCoy	Douglas McCoy	08/14/2026	Regular	0.00	35.00	50000
Florida Elections Co	Florida Elections Commission	08/14/2026	Regular	0.00	396.00	50001
FPU	Florida Public Utilities	08/14/2026	Regular	0.00	92.04	50002
ICS	ICS Computers Inc.	08/14/2026	Regular	0.00	2,999.00	50003
IMS	IMS	08/14/2026	Regular	0.00	194.79	50004
Okeechobee News	Independent Newsmedia Inc.	08/14/2026	Regular	0.00	2,259.80	50005
1532	Karyne Brass	08/14/2026	Regular	0.00	35.00	50006
Katie Rogers	Katie Rogers	08/14/2026	Regular	0.00	79.92	50007
1895	Mac L Jonassaint	08/14/2026	Regular	0.00	35.00	50008
MissionSquare	MissionSquare	08/14/2026	Regular	0.00	480.00	50009
Avenu	Neumo Enterprise Solutions LLC	08/14/2026	Regular	0.00	774.21	50010
138	Okeechobee A/C & Ref., Inc.	08/14/2026	Regular	0.00	265.00	50011
BOCC	Okeechobee County - BOCC	08/14/2026	Regular	0.00	675.00	50012
BOCC	Okeechobee County - BOCC	08/14/2026	Regular	0.00	220,168.00	50013
BOCC	Okeechobee County - BOCC	08/14/2026	Regular	0.00	77,535.32	50014
1588	Patty Burnette	08/14/2026	Regular	0.00	35.00	50015
Petty Cash	Petty Cash	08/14/2026	Regular	0.00	10.00	50016
1564	Philip Baughman	08/14/2026	Regular	0.00	35.00	50017
Waste	Waste Management Inc. of Florida	08/14/2026	Regular	0.00	54,871.11	50018
WEX	WEX Bank	08/14/2026	Regular	0.00	8,560.08	50019
Distinct Window Desi	Distinct Window Design Inc	08/17/2026	Regular	0.00	1,057.20	50020
AdvanceAuto	Advance Auto Parts	08/21/2026	Regular	0.00	109.16	50021

Check Report
Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
All Points	All Points Direct Corporation	08/21/2026	Regular	0.00	72.80	50022
America's Office Sou	America's Office Source	08/21/2026	Regular	0.00	375.67	50023
Carl Fox	Carl Fox	08/21/2026	Regular	0.00	24.00	50024
Donald C. Hagan	Donald C. Hagan	08/21/2026	Regular	0.00	130.00	50025
EasyVote Solutions	EasyVote Solutions	08/21/2026	Regular	0.00	3,500.00	50026
64	Elliotts Quick Photo	08/21/2026	Regular	0.00	10.00	50027
First-Citizens	First-Citizens Bank & Trust Co	08/21/2026	Regular	0.00	1,004.96	50028
Florida Bullet, Inc.	Florida Bullet, Inc.	08/21/2026	Regular	0.00	708.80	50029
SDU	Florida State Disbursement Unit	08/21/2026	Regular	0.00	953.23	50030
Gary's Lock & Safe	Gary's Lock & Safe	08/21/2026	Regular	0.00	24.00	50031
Gilbert Oil Company,	Gilbert Oil Company, Inc.	08/21/2026	Regular	0.00	18,973.05	50032
HealthEquity	HealthEquity	08/21/2026	Regular	0.00	798.80	50033
ICS	ICS Computers Inc.	08/21/2026	Regular	0.00	859.00	50034
1866	JC Newell Const. Inspect. Services, Inc.	08/21/2026	Regular	0.00	5,516.68	50035
MissionSquare	MissionSquare	08/21/2026	Regular	0.00	1,850.00	50036
138	Okeechobee A/C & Ref., Inc.	08/21/2026	Regular	0.00	1,959.00	50037
143	Okeechobee Discount Drug	08/21/2026	Regular	0.00	471.92	50038
OUA	Okeechobee Utility Authority	08/21/2026	Regular	0.00	1,742.69	50039
O'Reilly	O'Reilly Auto Parts	08/21/2026	Regular	0.00	140.29	50040
2064	Red Ink Printing	08/21/2026	Regular	0.00	65.51	50041
Salem	Salem Trust Company	08/21/2026	Regular	0.00	3,364.38	50042
Salem	Salem Trust Company	08/21/2026	Regular	0.00	12,983.85	50043
Smarsh Inc	Smarsh Inc	08/21/2026	Regular	0.00	46.39	50044
Supplyline	Supplyline	08/21/2026	Regular	0.00	429.63	50045
Thompson	Thompson Reuters	08/21/2026	Regular	0.00	138.88	50046
Thread	Thread Works Embroidery, LLC	08/21/2026	Regular	0.00	148.00	50047
Tire Zone	Tire Zone of Okeechobee, Inc.	08/21/2026	Regular	0.00	31.59	50048
Unemployment Insurar	Unemployment Insurance	08/21/2026	Regular	0.00	44.90	50049
Verizon	Verizon Wireless	08/21/2026	Regular	0.00	72.14	50050
W&W	W&W Lumber Company of Okeechobee	08/21/2026	Regular	0.00	420.03	50051
C&C Industrial Enter	C&C Industrial Enterprise. LLC	08/31/2026	Regular	0.00	342.74	50052
CenturyLink-Fiber	Century Link	08/31/2026	Regular	0.00	2,407.06	50053
CenturyLink-Local	CenturyLink	08/31/2026	Regular	0.00	2,189.12	50054
Domer's Inc.	Domer's Inc.	08/31/2026	Regular	0.00	217.49	50055
Eli's Western Wear I	Eli's Western Wear Inc.	08/31/2026	Regular	0.00	125.00	50056
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	08/31/2026	Regular	0.00	327.07	50057
FPL	Florida Power & Light Company	08/31/2026	Regular	0.00	3,706.22	50058
Harris	Harris Corporation	08/31/2026	Regular	0.00	531.00	50059
Home Depot	Home Depot Credit Services	08/31/2026	Regular	0.00	1,008.05	50060
LeaderGov LLC	LeaderGov LLC	08/31/2026	Regular	0.00	12,500.00	50061
LegalShield	LegalShield	08/31/2026	Regular	0.00	14.95	50062
Nason	Nason Yeager Gerson Harris & Fumero P.A.	08/31/2026	Regular	0.00	9,900.00	50063
Petty Cash	Petty Cash	08/31/2026	Regular	0.00	10.00	50064
Scott's	Scott's Quality Cleaning	08/31/2026	Regular	0.00	541.78	50065
St Lucie	St. Lucie Battery & Tire	08/31/2026	Regular	0.00	1,226.24	50066
Superior	Superior Water Works, Inc.	08/31/2026	Regular	0.00	27.50	50067
TCMA	Treasure Coast Medical Associates	08/31/2026	Regular	0.00	675.00	50068
Verizon	Verizon Wireless	08/31/2026	Regular	0.00	254.59	50069

Check Report**Date Range: 08/01/2026 - 08/31/2026**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
W&W	W&W Lumber Company of Okeechobee	08/31/2026	Regular	0.00	229.60	50070

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	126	101	0.00	489,492.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	7	0.00	321,397.80
	133	109	0.00	810,890.43

Check Report

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 309-City Hall Hardening Construction						
CAS Governmental Ser	CAS Governmental Services, LLC	08/07/2026	Regular	0.00	1,041.67	1504
Proctor Construction	Proctor Construction Services	08/14/2026	Regular	0.00	26,770.20	1505

Bank Code Grant Fund 309 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	27,811.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	27,811.87

Check Report

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
Maschmeyer Concrete	Maschmeyer Concrete Company of Florida	08/07/2026	Regular	0.00	1,110.00	4055
TransCor Supply	TransCor Supply	08/07/2026	Regular	0.00	481.95	4056
Rabon	Rabon's Country Feed	08/14/2026	Regular	0.00	33.99	4057
AdvanceAuto	Advance Auto Parts	08/21/2026	Regular	0.00	7.60	4058
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	08/21/2026	Regular	0.00	103.75	4059
FPL	Florida Power & Light Company	08/21/2026	Regular	0.00	6,078.40	4060
Maschmeyer Concrete	Maschmeyer Concrete Company of Florida	08/31/2026	Regular	0.00	1,920.00	4061

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	7	7	0.00	9,735.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	7	7	0.00	9,735.69

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	136	111	0.00	531,040.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	7	0.00	321,397.80
	143	119	0.00	852,437.99

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	8/2026	810,890.43
301	PUBLIC FACILITY FUND	8/2026	9,735.69
304	CAPITAL PROJECTS FUND	8/2026	4,000.00
309	OTHER GRANT CAPITAL FUND	8/2026	27,811.87
			852,437.99

ORDINANCE NO. 1333

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FUTURE LAND USE MAP ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM SINGLE-FAMILY RESIDENTIAL TO INDUSTRIAL, APPLICATION NO. 26-001-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida (the “City”) recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes (F.S.) provides for amendment to Adopted Comprehensive Plans; and

WHEREAS, the City has received and reviewed Application No. 26-001-SSA, submitted by Jeffrey Sumner, as Agent on behalf of the property owner, Diamond R Fertilizer Co., Inc., for a small-scale amendment to the Future Land Use Map of the City's Comprehensive Plan, and said Application being reviewed by the City's Planning Board, acting as the Local Planning Agency, at a duly advertised Public Hearing held on August 20, 2026, which determined such request to be consistent with the Comprehensive Plan and consistent with the pattern of future land uses within the City; and

WHEREAS, the City Council has agreed with the recommendation of the Planning Board and finds that the proposed Application complies with the requirements of F.S. 163, Part II, and that the proposed Application is consistent with the Comprehensive Plan and appropriate to the future land uses within the City.

NOW, THEREFORE, it is ordained before the City Council for the City; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

SECTION 1: RECIALS ADOPTED.

The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: SHORT TITLE.

This Ordinance shall be known as a "City of Okeechobee Small Scale Development Activities Comprehensive Plan Amendment," pursuant to F.S. 163.3187, and shall be effective within the City Limits of the City.

SECTION 3: AUTHORITY.

This City Small Scale Development Activities Comprehensive Plan Amendment is adopted pursuant to the provisions of Chapter 163.3187, Part II, F.S.

SECTION 4: REVISIONS TO THE FUTURE LAND USE MAP.

The following described land consisting of approximately 1.61± acres is hereby re-designated for purposes of the Future Land Use Map of the City Comprehensive Plan:

1. Application No. 26-001-SSA, from Single-Family Residential to Industrial. The Legal Description of the Subject Property is as follows:

LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE
5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 5: INCLUSION OF ORDINANCE AND REVISED FUTUE LAND USE MAP IN THE COMPREHENSIVE PLAN.

It is the intention of the City Council of the City that the provisions of this Ordinance, and the revisions to the Future Land Use Map which are incorporated herein by reference, shall become and be made a part of the City Comprehensive Plan (City Ordinance No. 635, as amended).

SECTION 6: CONFLICT.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: SEVERABILITY.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 8: EFFECTIVE DATE.

The effective date of this plan amendment shall be thirty-one (31) days after the adoption of this Ordinance, if not timely challenged. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

INTRODUCED AND ADOPTED at First Reading and final Public Hearing on this **21st** day of **September 2026**, pursuant to F.S. 163.3187(2). Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.



CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD MEETING
AUGUST 20, 2026
DRAFT MINUTES

I. CALL TO ORDER

Vice Chairperson Brass called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, August 20, 2026, at 6:19 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. The delayed start time was due to hazardous weather conditions. The pledge of allegiance was led by Karyne Brass and followed by the invocation, offered by Phil Baughman.

II. ATTENDANCE

Board Secretary Chris Frates called the roll. Members physically present to establish a quorum: Vice Chairperson Karyne Brass, Board Members Phil Baughman, Mac Jonassaint, and Carl Berlin were present. Chairperson Dawn Hoover and Board Members Jim Shaw and Douglas McCoy, and Alternate Board Members Dora Roberts and Patty Burnette were absent.

III. AGENDA AND PUBLIC COMMENTS

- A. There were no modifications to the published agenda.
- B. Motion by Member Baughman, seconded by Member Berlin to adopt the agenda as presented. **Motion Carried Unanimously.**
- C. No comment cards were received for public participation for issues not on the agenda.

IV. MINUTES

- A. Motion by Member Baughman, seconded by Member Jonassaint to dispense with the reading and approve the June 17, 2026, Planning Board Meeting Minutes [as presented in **Exhibit 1**]. **Motion Carried Unanimously.**

V. VICE CHAIRPERSON BRASS OPENED THE PUBLIC HEARING AT 6:22 P.M.

- A. **Comprehensive Plan Small Scale Future Land Use Map Amendment Application No. 26-001-SSA, requests to change the FLU classification from Single-Family Residential to Industrial on 1.61± acres. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA-City Planning Consultant (Exhibit 2).**

- 1. City Senior Planner, Marissa Fewell of Morris-Depew Associates, Inc., reviewed the Planning Staff Report for the SSA and Rezone. The 1.61 acres includes 5 parcels: 4 vacant and 1 existing Single-Family home. The applicant's intention is to expand their existing fertilizer plant located directly to the North. They've indicated Right of Way Abandonment and Joinder applications will follow. Surrounding properties are zoned Residential Single Family 1 and Industrial. Current use allows for 6 dwelling units. If approved, the property may be developed Industrial. On behalf of the applicant, Diamond R Fertilizer Co., Inc., Mr. Jeff Sumner shared this is a Westward extension of applications that were previously submitted for properties Diamond R Fertilizer Co., Inc. purchased from Mr. Watford. Diamond R Fertilizer Co., Inc. was unable to acquire one lot so they are moving ahead with what they have. There were no questions asked of Mr. Sumner.
- 2. No other public comments were made.
- 3. No Ex-Parte disclosures were offered. Nothing was sent in that needed to be read for the record.
- 4. Motion by Member Baughman, seconded by Member Berlin to recommend approval to the City Council for the Comprehensive Plan Small Scale Future Land Use Map Amendment Application No. 26-001-SSA, to change the FLU classification from Single-Family Residential to Industrial on 1.61± acres. The

V. PUBLIC HEARING ITEM A CONTINUED

subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. **The Motion Carried Unanimously** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for September 21, 2026.

VICE CHAIRPERSON BRASS OPENED THE QUASI-JUDICIAL HEARING AT 6:32 P.M.

QUASI-JUDICIAL ITEM

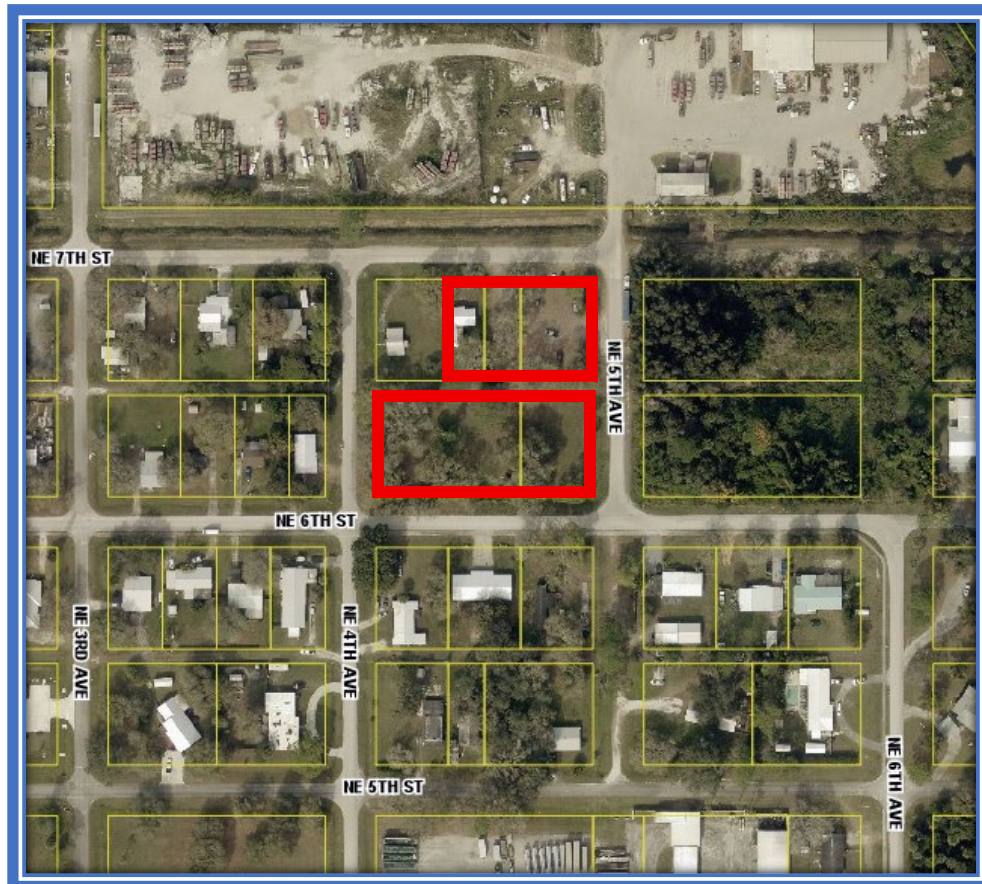
- B. Rezoning Petition No. 26-001-R, requests to rezone 1.61± acres from Residential Single Family-One to Industrial. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. The proposed use is to expand the existing Diamond R business, including storage and retail sales. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA - City Planning Consultant (Exhibit 3).**

1. Marissa Fewell of Morris-Depew presented the Rezone Petition for the 4 vacant parcels and 1 parcel with a single family dwelling on it. The owner is looking to expand their existing industrial facility located to the north. Ms. Fewell went through Staff Report pages 2 and 3 noting consistency with LDC Section 70-340 and is consistent with the City's Comprehensive Plan.
2. Board Secretary Chris Frates administered the Oath to Mr. Sumner, representative for the property owner, Diamond R Fertilizer Co., Inc.
3. Mr. Sumner agrees with the Staff Report and recommendations and can answer any questions. Member Jonassaint asked how big the store would be and on what side of the map. Mr. Sumner responded that at this point there is no design for the retail space or parking which will be on the South side of the canal. Design plans are being developed for the plant site. Member Jonassaint asked if signs were posted for neighbors. Did we receive any letters? Board Secretary Frates responded yes, signs were posted and postcards were mailed to neighbors. One card came back undeliverable and no communications were received by surrounding property owners.
4. No other public comments were made.
5. No Ex-Parte disclosures were offered.
6. Motion by Member Baughman, seconded by Member Berlin to recommend approval to the City Council for Rezoning Petition No. 26-001-R, to rezone 1.61± acres from Residential Single Family-One to Industrial. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. The proposed use is to expand the existing Diamond R business, including storage and retail sales. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA - **Motion Carried Unanimously**. The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for September 21, 2026 and October 20, 2026.

VICE CHAIRPERSON BRASS CLOSED THE QUASI-JUDICIAL HEARING AT 6:41 P.M.

26-001-SSA

Comprehensive Plan Amendment Staff Report



Applicant | Diamond R Fertilizer Co., Inc.

Address | Lots 1-4 and 7-12, Block 80, City of Okeechobee



Prepared for The City of Okeechobee

General Information

Owner: Diamond R Fertilizer Co., Inc.

Applicant: Diamond R Fertilizer Co., Inc.

Primary Contact: Jeffrey M. Sumner, P.E. (863) 634-9474, jeff@sumnerengineering.com

Site Address: NE 4th Avenue to NE 5th Avenue, from NE 6th ST and NE 7th ST, less Lots 5-6, Block 80

Parcel Identification: 3-15-37-35-0010-00800-0040, 3-15-37-35-0010-00800-0030,
3-15-37-35-0010-00800-0010, 3-15-37-35-0010-00800-0110, and 3-15-37-35-0010-00800-0070

Note: For the legal description of the project or other information relating this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at: <https://www.cityofokeechobee.com/agendas.html>

Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Single-Family Residential	Industrial
Zoning	Residential Single Family (RSF-1)	Industrial (IND)
Use of Property	Vacant & Single Family Residential	Industrial
Acreage	1.61	1.61

Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
North	Industrial	Industrial (IND)	Mineral Processing/ Industrial
East	Industrial	Industrial (IND)	Vacant Industrial
South	Single-Family Residential	Residential Single-Family (RSF-1)	Single-Family Residential
West	Single-Family Residential	Residential Single-Family (RSF-1)	Single-Family Residential & Multi Family Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board and City Council is an Amendment to the Future Land Use Map of the City's Comprehensive Plan to change the future land use designation for five parcels, totaling 1.61-acres, from Single-Family Residential to Industrial. Based on the size of the property, per Chapter 163.3187 F.S., this application qualifies as a Small-Scale Amendment (SSA) to the City's Comprehensive Plan.

The Applicant has also submitted a concurrent Rezoning Application (26-001-R) requesting to change the Zoning classification of the subject parcels from Residential Single-Family (RSF-1) to Industrial (I). Four of

the parcels are currently vacant and one parcel has an existing single-family dwelling. The Applicant is proposing to expand their existing fertilizer plant from the site to the north to the subject property.

The applicant has also indicated that upon approval of the currently requested future land use map amendment and the rezoning, ROW abandonment and joinder applications will likely be submitted to combine the subject parcels to the adjacent industrial fertilizer operation to the north and east.

Current Development Potential as Single Family Residential

The property is currently designated Single-Family Residential on the City of Okeechobee Future Land Use Map. The Single-Family Residential FLU allows for permitted uses including single-family dwellings, mobile home parks, houses of worship, public and private schools, public facilities, limited agriculture, and accessory uses customary to permissible uses. The maximum standard density within the Single-Family Residential FLU is 4 dwelling units per acre for residential units on individual lots, and 6 dwelling units per acre for mobile home parks. The 1.61-acre subject property has a maximum Single-Family Residential development potential of 6 dwelling units. The Single-Family Residential FLU does not allow for commercial or industrial uses.

Future Development Potential as Industrial

If this future land use map change and the companion rezoning request are approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the Industrial FLU and the Industrial zoning district. The Industrial FLU allows large-scale manufacturing or processing activities, business offices and schools, wholesaling and warehousing, public facilities, public utilities, limited retail and service uses, and off-site signs, limited agriculture, and accessory uses customary to permissible uses. Other uses related to and consistent with industrial development such as adult entertainment, salvage yards, fortunetellers, bulk storage of hazardous materials and manufacturing of chemical or leather products may be permissible under certain circumstances through a special exception request. The maximum floor area ratio of the Industrial FLU is 3 and the maximum impervious surface for development within this category shall not exceed 85 percent of the site.

Based on the IND zoning district standards, which allow for a maximum of 50% building coverage and a potential building height of 45 (three stories), an FAR of 1.5 is the theoretical maximum development potential on the 1.61 acres for a total potential floor area of approximately 105,197 square feet. However, it is not typical to exceed one story for Industrial uses in the City, especially considering the applicable parking and landscaping standards. One story development with 50% building coverage on 1.61 acres would result in approximately 35,065 square feet of floor area. However, the applicant has also indicated that upon approval of the currently requested future land use map amendment and the rezoning, ROW abandonment and joinder applications will likely be submitted to combine the subject parcels to the adjacent industrial fertilizer operation to the north and east. Depending on the final configuration, these actions could create a developable parcel totaling approximately 2.23 acres. One story development with 50% building coverage on 2.23 acres would result in approximately 48,569 square feet of floor area.

Consistency with Comprehensive Plan and Adjacent Uses

Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas shall discourage urban sprawl.

The subject property is adjacent to existing industrial property to the north, vacant industrial to the east, multi-family and mobile home property to the south, and single family residential to the west. Staff finds that the requested Future Land Use Map Amendment from Single-Family Residential to Industrial is consistent with the uses found to the north and east and allows for infill development of vacant property. The proposed amendment satisfies Objective 12 of the City of Okeechobee Comprehensive Plan, which encourages infill development, compatibility with adjacent uses, and discourages urban sprawl.

The Application for Comprehensive Plan Amendment requires that the applicant demonstrate consistency with the City of Okeechobee Comprehensive Plan and provides a series of consistency related questions which the applicant should respond to. Staff comments are also provided in response to the standards and the applicant's responses.

1. Discuss how the proposal affects established City of Okeechobee population projections.

Applicant Response: Industrial development can lead to increasing job opportunities, which could tangentially lead to modest population increases. This depends on numerous factors, including the type of industry, and the suitability of the existing local workforce to that industry. Given the small size of the subject property, the proposed minor FLUM amendment changing the existing FLUM designation from Single-Family Residential to Industrial is expected to have minimal effect on the established City of Okeechobee population projections.

Staff Response: Staff agrees that the request will have minimal impact on population projections.

2. List all goals and objectives of the City of Okeechobee Comprehensive Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.

Applicant Response: Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas shall discourage urban sprawl. The subject property is immediately adjacent to existing Industrial land uses, and near rail facilities and major highways. Objective 12 is met.

Staff Response: We agree.

3. Describe how the proposal affects the county's Comprehensive Plan as it relates to adjacent unincorporated areas.

Applicant Response: The proposed FLUM amendment is not adjacent to any unincorporated areas, so the County's Comprehensive Plan is not affected.

Staff Response: We agree.

4. List State Policy Plan and Regional Policy Plan goals and policies that are relevant to this plan amendment.

Applicant Response: The proposed FLUM amendment is small in size and is not relevant to the State Policy Plan and Regional Policy Plan goals and policies.

Staff Response: This request is fairly de minimis and does not warrant a review of the State and Regional Policy Plans in order to make a determination of approval or denial.

Adequacy of Public Facilities and Services

The Applicant provided analysis of public facilities and services using the maximum density and industrial square foot intensity based on the maximum acreage that will result from the previously mentioned ROW abandonment and joinder applications (2.23 acres).

Traffic Impacts

The Applicant provided the following information:

Utilizing the ITE Trip Generation Manual (11th Edition) to estimate traffic volumes associated with the proposed Land Use Designation (relative to the existing Land Use Designation), and utilizing the maximum development units for each as shown in Part III.B of the application, the estimated increase in expected traffic volumes is as follows:

Description/ITE Code	Units	Expected Units	Calculated Daily Trips	PM Peak Trips	AM Peak Trips
Single Family Homes (210)	DU	7	66	7	5
Gen Light Industrial (110)	1000SF GFA	48.6	237	32	36
Increase			171	25	31

An estimated increase of 25 PM peak trips and 31 AM peak trips is below the 100 trip threshold requiring a full traffic study at this time. Based on this preliminary analysis, we would not expect the proposed use to burden existing LOS of the surrounding road network.

Staff finds that the analysis is properly conducted to demonstrate the highest potential increase in vehicle trips and agree that the increase is below the threshold to require a Traffic Impact Study and is not expected to significantly burden the surrounding road network.

Demand for Potable Water and Sewer Treatment

The Applicant provided potable water and sanitary sewer demand calculations for the requested Future Land Use Map Amendment demonstrating the potential increase in demand that would result from the requested map change.

Future Land Use Policy 1.1 contains adopted level of service standards for potable water at 114 gallons per capita per day and wastewater at 130 gallons per capita per day. For purposes of estimating water and wastewater demand for industrial uses, the City typically estimates demand at 0.15 gallons per day

per square foot of floor area. The following calculations are based on these standards and the US Census Bureau's latest estimated average number of persons per household for the City:

Existing FLU Potable Water Demand

7 dwelling units X 2.7 persons per household X 114 gal/person/day = 2,154 gallons per day

Proposed FLU Potable Water Demand

48,634 square feet X 0.15 gal/sf/day = 7,295 gallons per day

Existing FLU Wastewater Demand

7 dwelling units X 2.7 persons per household X 130 gal/person/day = 2,457 gallons per day

Proposed FLU Wastewater Demand

48,634 square feet X 0.15 gal/sf/day = 7,295 gallons per day

The increase in potential demand is 5,141 gallons of potable water per day and 4,838 gallons of wastewater per day. The applicant has provided letters of service availability from OUA which state that adequate water and wastewater capacity is available to serve the potential increase in service demands.

Demand for Solid Waste Disposal

The application submittal includes a letter from Waste Management which states that required services for all Solid Waste and Recyclable Materials Collection and Disposal Services can be adequately provided.

Environmental Impacts

The Applicant has submitted a National Wetlands Inventory map which does not depict the presence of any known on-site wetlands on the subject site, which is mostly undeveloped and maintained.

According to the attached Soil Map, there is one soil type located on the subject parcels: Immokalee fine sand, 0 to 2 percent slopes. The soil found on the subject parcels should cause no development limitations.

The applicant has stated that there is no unique habitat or endangered species on the subject parcel, though there is no environmental analysis provided to substantiate this claim.

The provided National Flood Hazard Layer FIRMette identifies the subject parcels to be located within Zone X with minimal flood risk.

Recommendation

Based on the materials provided by the applicant and the above analysis, we find that this request to change the future land use designation from Single Family Residential to Industrial is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the applicant's request.

Submitted by:

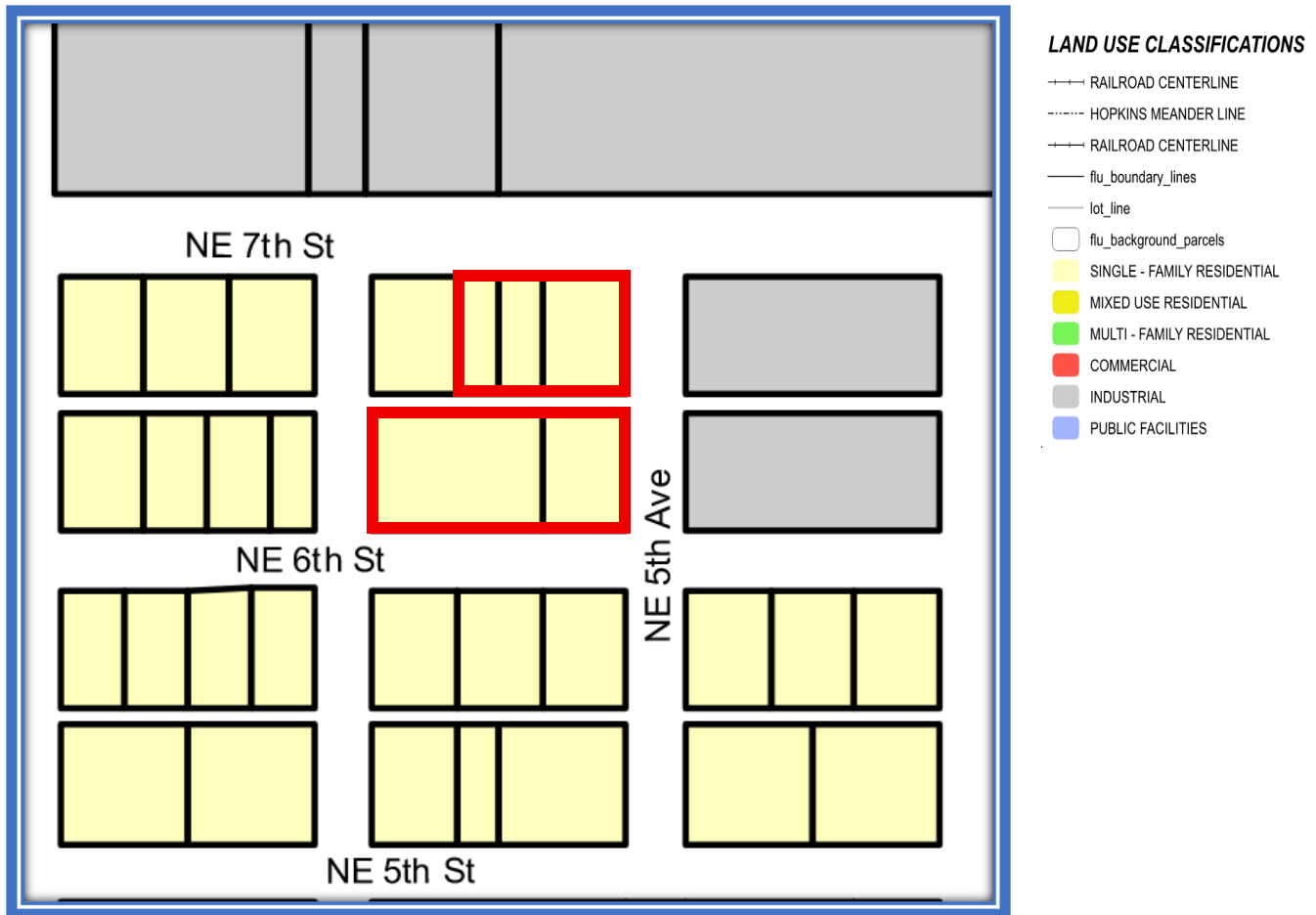


Ben Smith, AICP, Director of Planning, Morris-Depew Associates Inc.
Marissa Fewell, AICP, Senior Planner, Morris-Depew Associates Inc.
August 7, 2026

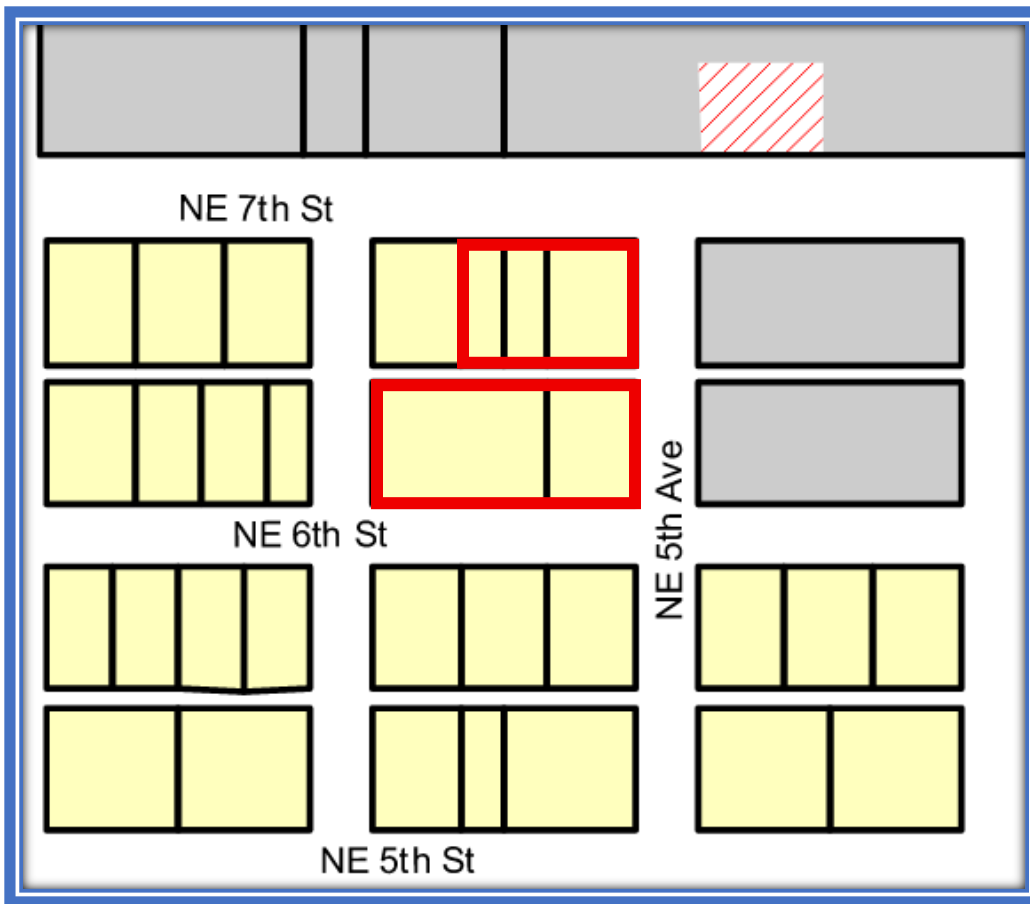
Okeechobee Planning Board Hearing: August 20, 2026

Supplemental Exhibits

Current Future Land Use Map



Existing Zoning Map



ZONING

- boundary_lines
- - - HOPKINS MEANDER LINE
- + + + RAILROAD CENTERLINE
- city_zoning_parcels_background
- CENTRAL BUSINESS DISTRICT
- HEAVY COMMERCIAL
- LIGHT COMMERCIAL
- COMMERCIAL PROFESSIONAL OFFICE
- HOLDING
- INDUSTRIAL
- PUBLIC USE
- PLANNED UNIT DEVELOPMENT-MIXED USE
- PLANNED UNIT DEVELOPMENT-RESIDENTIAL
- RESIDENTIAL MULTIPLE FAMILY
- RESIDENTIAL MOBILE HOME
- RESIDENTIAL SINGLE FAMILY-ONE
- RESIDENTIAL SINGLE FAMILY-TWO

Aerial Identifying Existing Land Uses



City of Okeechobee General Services Department 55 S.E. 3 rd Avenue, Room 101 Okeechobee, Florida 39974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686	Date: <u>May 15, 2026</u>	Petition No. <u>26-001-SSA</u>
	Fee Paid: <u>910.00</u>	Jurisdiction:
	1 st Hearing: <u>8-20-2026</u>	2 nd Hearing:
	Publication Dates:	
	Notices Mailed:	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

TO BE COMPLETED BY CITY STAFF:

Verified FLUM Designation: SFR

Verified Zoning Designation: BSF-1

Plan Amendment Type: ☐ Large Scale (LSA) involving over 100 acres or a Text Amendment

☒ Small Scale (SSA) involving 100 acres or less (may include a Text Amendment that relates directly to, and is adopted simultaneously with, the Small Scale Map Amendment)

APPLICANT PLEASE NOTE:

Answer all questions completely and accurately. ***Please print or type responses.*** If additional space is needed, number and attach additional sheets. The total number of sheets in your application is: 49 (plus surveys)

Submit 1 (one) copy of the complete application and amendment support documentation, including maps, to the General Services Department. Fifteen (15) copies of any documents over 11 X 17 are required to be submitted by the applicant.

I, the undersigned owner or authorized representative, hereby submit this application and the attached amendment support documentation. The information and documents provided are complete and accurate to the best of my knowledge.

05-15-26

Date



Signature of Owner or
Authorized Representative*

*Attach Notarized Letter of Owner's Authorization

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

I. APPLICANT/AGENT/OWNER INFORMATION

Diamond R Fertilizer Co., Inc., Attn: Mike Hudson, President / CEO

Applicant

4100 Glades Cut-off Road

Address
Ft Pierce

FL

34981

City
772-464-9300

State

Zip

mike.hudson@diamond-r.com

Telephone Number

Fax Number

E-Mail

Jeffrey M. Sumner

Agent*

410 NW 2nd Street

Address

Okeechobee

FL

34972

City

State

Zip

863-634-9474

jeff@sumnerengineering.com

Telephone Number

Fax Number

E-Mail

Diamond R Fertilizer Co., Inc.

Owner(s) of Record

See above

Address

City

State

Zip

Telephone Number

Fax Number

E-Mail

Name, address and qualification of additional planners, architects, engineers, environmental consultants, and other professionals providing information contained in this application.

*This will be the person contacted for all business relative to the application.

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

II. REQUESTED CHANGE (Please see Section V. Fee Schedule)

A. TYPE: (Check appropriate type)

☐ Text Amendment

☒ Future Land Use Map (FLUM) Amendment

B. SUMMARY OF REQUEST (Brief explanation):

Small scale amendment (SSA) to the FLU Map, changing the subject property's FLU from
Single Family Residential to Industrial.

III. PROPERTY SIZE AND LOCATION OF AFFECTED PROPERTY (for amendments affecting development potential of property)

A. PROPERTY LOCATION:

1. Site Address: Lots 1-4 and 7-12, Block 80, City of Okeechobee.

2. Property ID #(s): 3-15-37-35-0010-00800-0040, 3-15-37-35-0010-00800-0030,
3-15-37-35-0010-00800-0010, 3-15-37-35-0010-00800-0110, 3-15-37-35-0010-00800-0070

B. PROPERTY INFORMATION (Note: Property area should be to the nearest tenth of an acre. For properties of less than one acre, area should be in square feet.)

1. Total Area of Property: 1.61 Acres

2. Total Area included in Request: 1.61 Acres

a. In each Future Land Use (FLU) Category: _____

(1) Single Family Residential (all)

(2) _____

(3) _____

(4) _____

b. Total Uplands: 1.61 acres

c. Total Wetlands: 0.00 acres

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

3. Current Zoning: Residential Single Family - One
4. Current FLU Category: Single-Family Residential
5. Existing Land Use: Vacant and Single-Family Residential
6. Requested FLU Category: Industrial

D. MAXIMUM DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY

Development Type	Existing FLU Category	Proposed FLU Category
Residential		
Density (DU/Acre)	4	
Number of Units	7	
Commercial (sq. ft.)		
Industrial (sq. ft.)		48,634 ¹

¹ 50% Allowable Bldg Coverage of total acreage including alley and NE 5th Avenue per LDC (see section B in the attached letter)

IV. AMENDMENT SUPPORT DOCUMENTATION

At a minimum, the application shall include the following support data and analysis. These items are based on the submittal requirements of the State of Florida, Department of Community Affairs for a comprehensive plan amendment, and policies contained in the City of Okeechobee Comprehensive Plan. Staff will evaluate this request based on the support documentation provided by the applicant.

A. GENERAL INFORMATION AND MAPS

Unless otherwise specified, the Applicant must provide the following materials for any proposed amendment that will affect the development potential of properties. If large maps are submitted, the Applicant may be required to provide 8.5" x 11" maps for inclusion in public hearing packets.

1. Wording of any proposed text changes.
2. A map showing the boundaries of the subject property, surrounding street network, and Future Land Use designations of surrounding properties.
3. A map showing existing land uses (not designations) of the subject property and surrounding properties.
4. Written descriptions of the existing land uses and how the proposed Future Land Use designation is consistent with current uses and current Future Land Use designations.
5. Map showing existing zoning of the subject property and surrounding properties.
6. **Three (3) CERTIFIED BOUNDARY** surveys of the subject property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: date of survey, surveyor's name, address, and phone number; legal description of subject property pertaining to the application; computation of total acreage to nearest tenth of an acre; location sketch of subject property, and surrounding area within one-half mile radius.

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

7. A copy of the deed(s) for the property subject to the requested change.
8. An aerial map showing the subject property and surrounding properties.
9. If applicant is not the owner, a notarized letter from the owner of the property authorizing the applicant to represent the owner.

B. PUBLIC FACILITIES IMPACTS

Note: The applicant must calculate public facilities impacts based on a maximum development scenario.

1. Traffic Analysis
 - a. For Small Scale Amendments (SSA)
 - (1) The Applicant shall estimate of traffic volumes associated with the proposed change using the most recent edition of Trip Generation prepared by the Institute of Traffic Engineers and assuming maximum development potential of the property.
 - (2) If the proposed Future Land Use change will result in an increase of 100 or more peak hour vehicle trip ends in excess of that which would result under the current Future Land Use designation, the Applicant shall attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer
 - b. For Large Scale Amendments (LSA)

All LSAs shall be accompanied by a Traffic Impact Study prepared by a professional transportation planner or transportation engineer.
 - c. Traffic Impact Studies are intended to determine the effect of the proposed land use change on the city's roadway network and the city's ability to accommodate traffic associated with the proposed change over a ten-year planning period.
 - d. An inability to accommodate the necessary modifications within the financially feasible limits of the city's plan will be a basis for denial of the requested land use change;
2. Provide estimates of demand associated with maximum potential development of the subject property under the current and proposed Future Land Use designations for provision potable water, sanitary sewer, and recreation/open space as follows:
 - a. Potable Water and Sanitary Sewer demand based on:
 - (1) 114 gallons per person per day (gppd) for residential uses
 - (2) 0.15 gallons per day per square foot of floor area for nonresidential uses
 - b. Recreation, and Open Space demand for residential uses of 3 acres per thousand peak season population.

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9824

3. Provide a letter from the appropriate agency substantiating the adequacy of the existing and proposed facilities, to support development resulting from the proposed change, including:

- a. Solid Waste;
- b. Water and Sewer;
- c. Schools.

In reference to above, the applicant should supply the responding agency with the information from Section's II and III for their evaluation, as well as estimates of maximum population and nonresidential square footage developable under the existing and proposed Future Land Use categories. The application should include the applicant's correspondence to the responding agency.

C. ENVIRONMENTAL IMPACTS

Proposed plan amendments shall be accompanied by evidence that the following studies either have been completed for another permitting agency or are not relevant to the property. There shall be inventories of:

1. Wetlands and aquifer recharge areas.
2. Soils posing severe limitations to development.
3. Unique habitat.
4. Endangered species of wildlife and plants.
5. Floodprone areas.

D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN

1. Discuss how the proposal affects established City of Okeechobee population projections.
2. List all goals and objectives of the City of Okeechobee Comprehensive Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.
3. Describe how the proposal affects the County's Comprehensive Plan as it relates to adjacent unincorporated areas.
4. List State Policy Plan and Regional Policy Plan goals and policies that are relevant to this plan amendment.

E. JUSTIFICATION OF PROPOSED AMENDMENT

Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.

V. FEE SCHEDULE

Large Scale Amendment (LSA)	\$4,000.00 plus \$30.00 per acre
Small Scale Amendment (SSA)	\$850.00 plus \$30.00 per acre
Text Amendment Flat Fee	\$2,000.00 each

VI. AFFIDAVIT

I, Jeffrey M Sumner, certify that I am the **authorized representative** of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Okeechobee to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

[Signature]
Signature of Authorized Agent

11-14-25
Date

Jeffrey M Sumner
Typed or Printed Name

STATE OF FLORIDA

COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of November 14, 2025, by Jeffrey Sumner, who
(Name of Person)
is personally known to me or produced _____ as identification.

[Signature]
Notary Public Signature



**City of Okeechobee
Owner/Applicant Agent Authorization**

Project Name: Diamond R Fertilizer

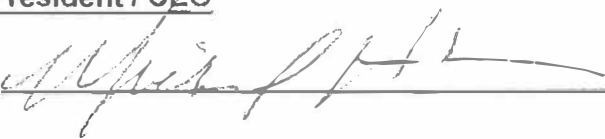
Application Type (if available): Rezoning, Land Use Amendment, Site Plan

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization(s) indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

Printed Name of Authorized Agent: **JEFFREY M SUMNER**

Typed/Printed Name of Owner/Applicant: Diamond R Fertilizer Co., Inc., Attn: Mike Hudson

Corporate Title if Applicable: President / CEO

Signature of Owner/Applicant: 

Date: 1/2/2025

**STATE OF FLORIDA
COUNTY OF**

The foregoing instrument was acknowledged before me by means of 1 physical presence or
____ online notarization, this 2 day of January, 2025, by Michael Hudson,
(Name of Person)
who is personally known to me or produced _____ as identification.




NOTARY PUBLIC SIGNATURE



May 15, 2026

City of Okeechobee Planning & Zoning Department
Attn: Tammy Parker, General Services Director
55 SE 3rd Avenue
Okeechobee, FL 34974

RE: **Amendment Support Documentation**
Small-Scale Comprehensive Plan Amendment
Lots 1 – 4 & 7 - 12, Block 80, City of Okeechobee

Ms. Trimnal:

This letter report is intended to supplement the above-referenced application, specifically **Part IV – Amendment Support Documentation**. The subject parcels (Lots 1 – 4 & 7 - 12, Block 80) are mostly vacant land (lot 4 is developed with a single family home) immediately south of the existing Industrial development owned and operated by Diamond R Fertilizer Co., Inc. (the applicant). The subject property currently has a FLU designation of Single-Family Residential. Current zoning for the subject property is Residential Single-Family (a concurrent application is being filed to change the zoning to Industrial.) Support documentation for the application is described below and/or attached hereto. I have attempted to use lettering / numbering consistent with that in the application form.

A. GENERAL INFORMATION AND MAPS

1. Wording of Proposed text changes. **N/A – No text changes are proposed.**
2. A map showing the boundaries of the subject property, surrounding street network, and Future Land Use designations of surrounding properties. **Map A-2 – Future Land Use Designations is attached.**
3. A map showing existing land uses (not designations) of the subject property and surrounding properties. **Map A-3 – Existing Land Use (Actual) is attached.**
4. Written descriptions of the existing land uses and how the proposed Future Land Use designation is consistent with current uses and current Future Land Use designations. **The subject property is within the urban developed area of the City Okeechobee. The property is currently vacant with single-family residential zoning and FLU designations. However, the subject property is south of and immediately adjacent to existing industrial development owned by the applicant; and it is situated regionally with a growing industrial area (including the City Commerce Park 0.14 miles north and east of the subject property.)**

5. Map showing existing zoning of the subject property and surrounding properties. **Map A-5 – Existing Zoning Designations is attached.**
6. Certified property boundary survey; date of survey; surveyor's name, address and phone number; and legal description(s) for the property subject to the requested change. **Three (3) signed and sealed surveys of the subject property are included in this application package.**
7. A copy of the deed(s) for the property subject to the requested change. **Exhibit A-7 – Deed is attached.**
8. An aerial map showing the subject property and surrounding properties. **Map A-8 – Aerial is attached.**
9. If applicant is not the owner, a notarized letter from the owner of the property authorizing the applicant to represent the owner. **The required forms are attached.**

B. PUBLIC FACILITIES IMPACTS

Rationale for Project Impact Analysis

In assessing potential impacts to public facilities, we have attempted to provide a realistic assessment of the likely proposed use. In discussions with the applicant, we understand that future development of the property will likely entail partial road and alley closures, increasing the overall developable area of the property. This includes closure of the alley in Block 80, closure of NE 5th Avenue between NE 6th and 7th Streets, and closure of NE 7th Street from NE 4th Avenue and east. However, NE 7th Street is a city drainage ditch, making it unable to be developed. Combining the lots and alley in Block 80 and NE 5th Avenue, this would create a developable parcel totaling 2.23 acres.

The maximum allowable building coverage is 50%, although height allowances could create floor area coverage in excess of that value. That said, in Industrial zones it would be atypical for multi-story offices or similar occupied spaces to occur – rather, taller buildings are often attributable to materials storage, processing / manufacturing, and similar uses. Because of this, and considering other normal site requirements (setbacks / buffers, parking, stormwater management, etc.), we feel that 50% building coverage over the developable area described above (**48,634 SF GFA**) is a reasonable assumption. We also fully understand and expect that a more rigorous review of potential impacts will occur during the development review process as the site design is moved forward.

1. Traffic Analysis – Utilizing the ITE Trip Generation Manual (11th Edition) to estimate traffic volumes associated with the proposed Land Use Designation (relative to the existing Land Use Designation), and utilizing the maximum development units for each as shown in Part III.B of the application, the estimated increase in expected traffic volumes is as follows:

Description / ITE Code	Units	Expected Units	Calculated Daily Trips	PM Peak Trips	AM Peak Trips
Single Family Homes (210)	DU	7	66	7	5

Gen Light Industrial (110)	1000SF GFA	48.6	237	32	36
Increase			171	25	31

An estimated increase of 25 PM peak trips and 31 AM peak trips are below the 100 trip threshold requiring a full traffic study at this time. Based on this preliminary analysis, we would not expect the proposed use to burden existing LOS of the surrounding road network.

2. Potable Water and Sanitary Sewer / Solid Waste / Open Space

- a. Water and Sanitary Sewer - Utilizing the LOS values in the City's Comprehensive Plan of 114 gallons per person per day (gppd) for water and 130 gppd for wastewater and 2.7 persons per DU, the potential water and sewer flows for the existing FLU category are:

$7 \text{ DU} \times 2.7 \text{ people/DU} \times 114 \text{ gppd} = 2,154 \text{ gallons per day (water)}$

$7 \text{ DU} \times 2.7 \text{ people/DU} \times 130 \text{ gppd} = 2,457 \text{ gallons per day (wastewater)}$

The potential water and sewer flows for the proposed FLU category are:

$0.15 \text{ GPD/SF GFA} \times 48,634 \text{ SF} = 7,295 \text{ gallons per day (water)}$

$0.15 \text{ GPD/SF GFA} \times 48,634 \text{ SF} = 7,295 \text{ gallons per day (wastewater)}$

Increased water demand = 5,141 gallons per day

Increased sewer demand = 4,838 gallons per day

- b. Solid Waste - The amount of solid waste generated by the proposed Land Use can vary significantly depending on the exact industrial use proposed. Okeechobee Landfill, Inc. (the local solid waste provider) has indicated that existing facilities are adequate to handle any proposed use.
 - c. Recreation / Open Space – N/A – the change to Industrial will not meaningfully increase population, and therefore no additional open space / recreation areas are needed.
- 3 Correspondence with the appropriate agencies substantiating the adequacy of existing facilities to support the proposed change are included as Appendix B-3. At this point, we have requested capacity confirmation letters from Okeechobee Utility Authority (water and wastewater), and Okeechobee Landfill, Inc. (solid waste).

C. ENVIRONMENTAL IMPACTS

1. Wetlands and aquifer recharge areas. **N/A** – As confirmed by review of the National Wetland Inventory mapping system (<https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>), there are no on-site wetlands or recharge areas. See **Figure 1** below.

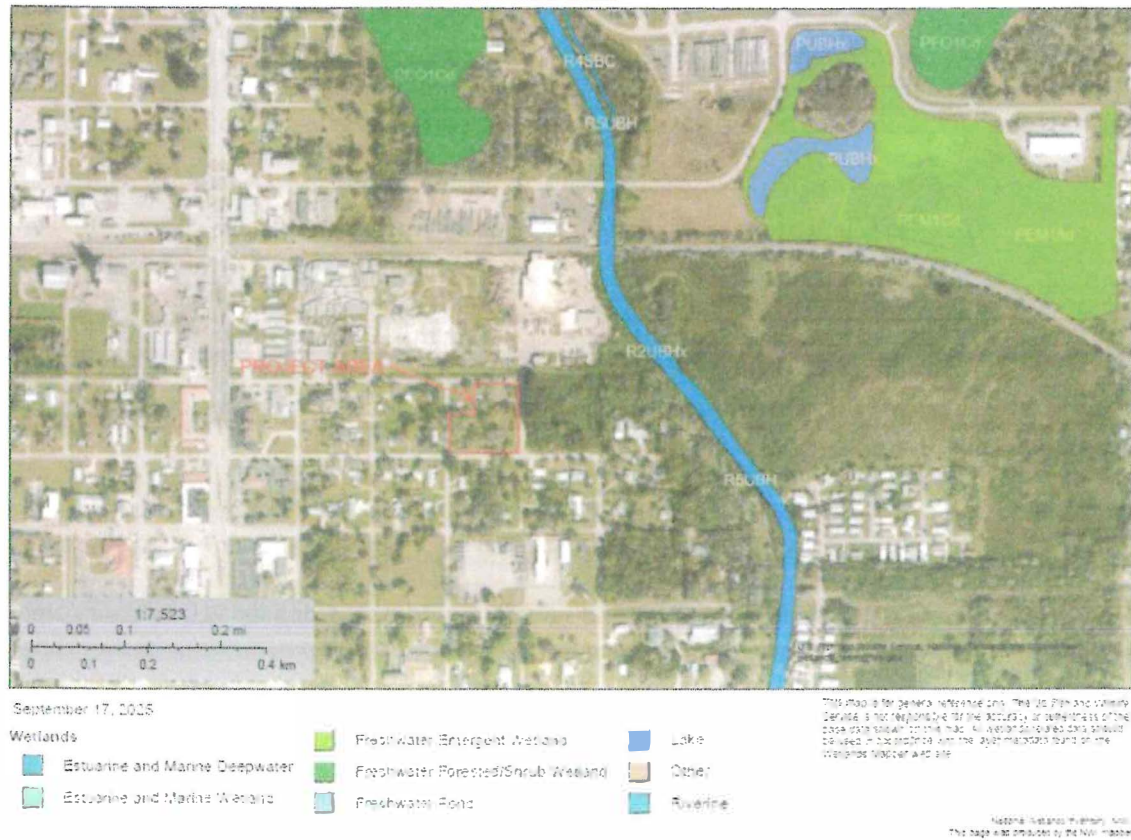


Figure 1 - National Wetland Inventory Map

2. Soils posing severe limitation to development. **N/A** – no soils posing severe limitation to development exist on the site. Development of the parcel can be accomplished with normal site preparation and soil treatment. **A soils map is attached as Exhibit C-2.**
3. Unique habitat. **N/A** – there is no unique habitat on this parcel.
4. Endangered species of wildlife and plants. **N/A** – there are no known endangered species present.
5. Floodprone areas. **N/A** – the subject property is within the developed City of Okeechobee, and has a flood zone designation of X (Area of Minimal Flood Hazard). See **Figure 2** below.

National Flood Hazard Layer FIRMette

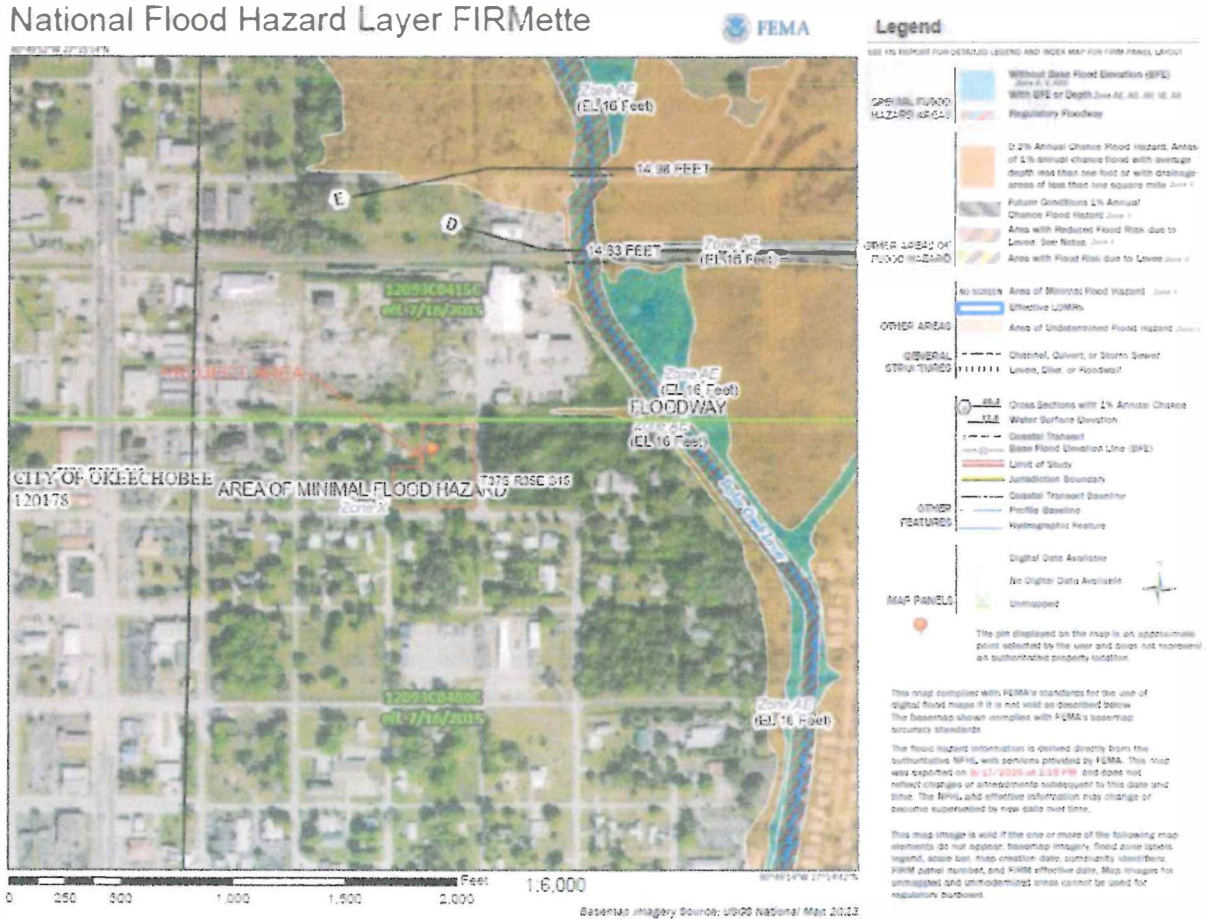


Figure 2 - FEMA FIRMette

D. INTERNAL CONSISTENCY WITH THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN

1. Effect on the established City of Okeechobee population projections. **Industrial development can lead to increasing job opportunities, which could tangentially lead to modest population increases. This depends on numerous factors, including the type of industry, and the suitability of the existing local workforce to that industry. Given the small size of the subject property, the proposed minor FLUM amendment changing the existing FLUM designation from Single-Family Residential to Industrial is expected to have minimal effect on the established City of Okeechobee population projections.**
2. Goals and Objectives of the City's Comprehensive Plan that are affected by the proposed amendment. **Objective 12 states that the City of Okeechobee shall encourage compatibility with adjacent uses, and curtailment of uses inconsistent with the character and land uses of surrounding areas shall discourage urban sprawl. The subject property is immediately adjacent to existing Industrial land uses, and near rail facilities and major highways. Objective 12 is met.**

3. Effects on the County's Comprehensive Plan as it relates to adjacent unincorporated areas. **The proposed FLUM amendment is not adjacent to any unincorporated areas, so the County's Comprehensive Plan is not affected.**
4. State Policy Plan and Regional Policy Plan goals and policies relevant to this plan amendment. **The proposed FLUM amendment is small in size and is not relevant to the State Policy Plan and Regional Policy Plan goals and policies.**

E. JUSTIFICATION OF PROPOSED AMENDMENT

The subject property is in a developed portion of the City and lies adjacent to existing industrial land uses. This application is in fact a proposed expansion of that existing industrial use. The applicant recognizes that there are varied uses near the subject property, and we believe that those uses can be adequately shielded through appropriate site planning.

We have attempted to prepare a complete application for the proposed Small Scale Amendment. However, if you have any questions or require any additional information at this time, please do not hesitate to contact me at your convenience. Thank you in advance for your assistance in this matter.

Sincerely,

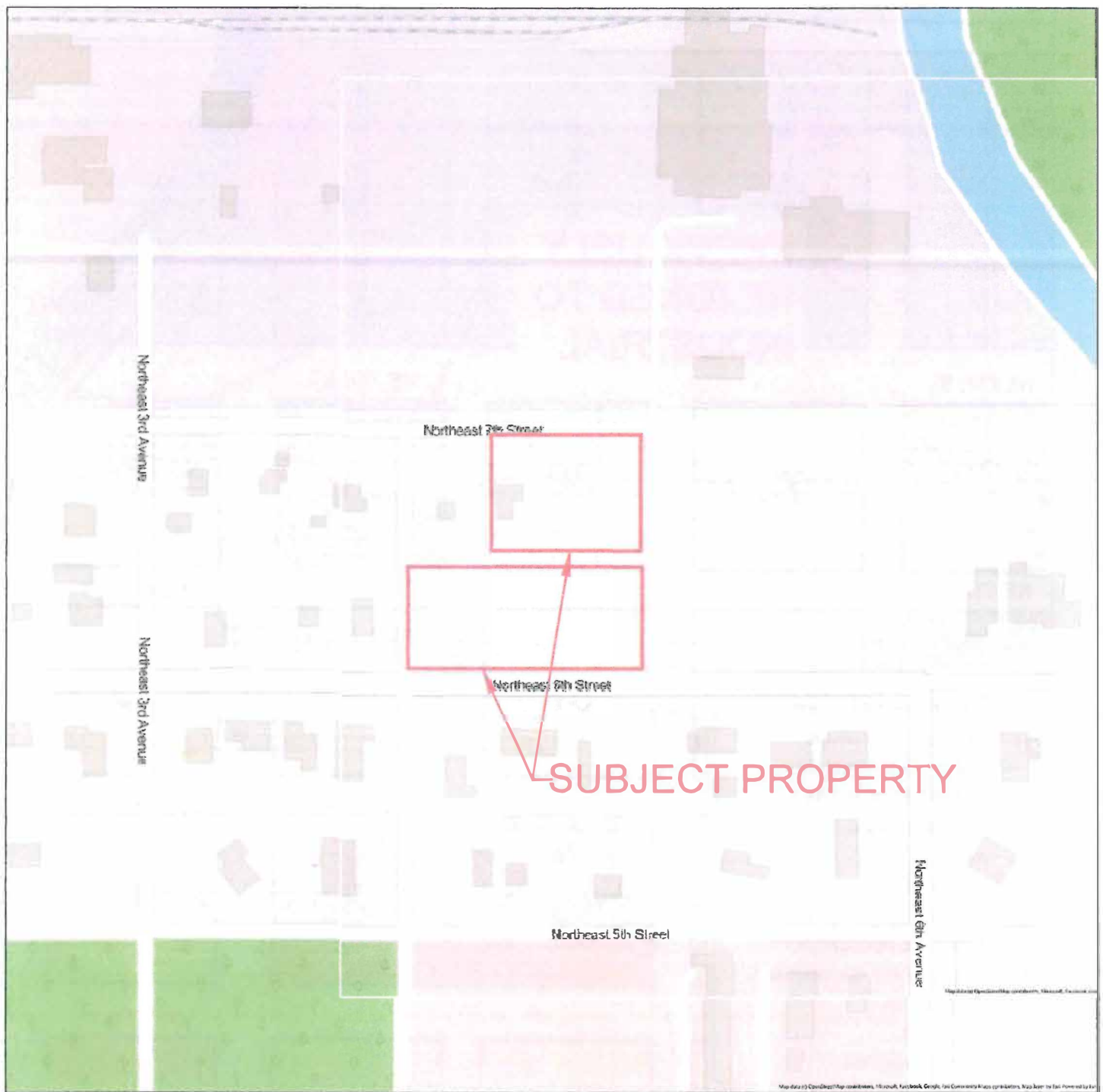
Sumner Engineering & Consulting, Inc.



Jeffrey M. Sumner, PE
President

c: Mike Hudson (via email)

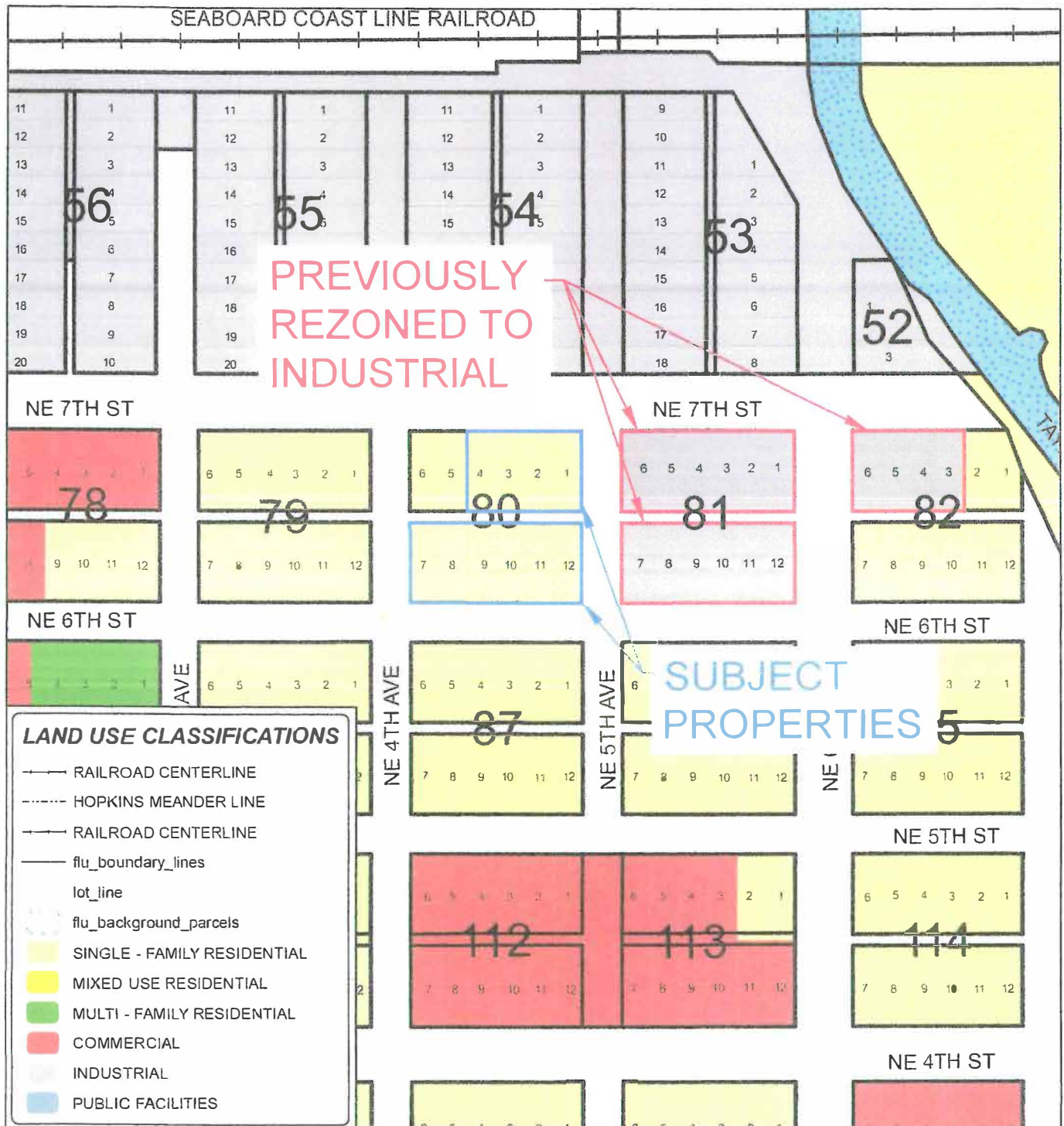
LOCATION MAP



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972
863.763.9474

MAP A-2 FUTURE LAND USE DESIGNATIONS



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972

863.763.9474

MAP A-3 EXISTING LAND USE (ACTUAL)

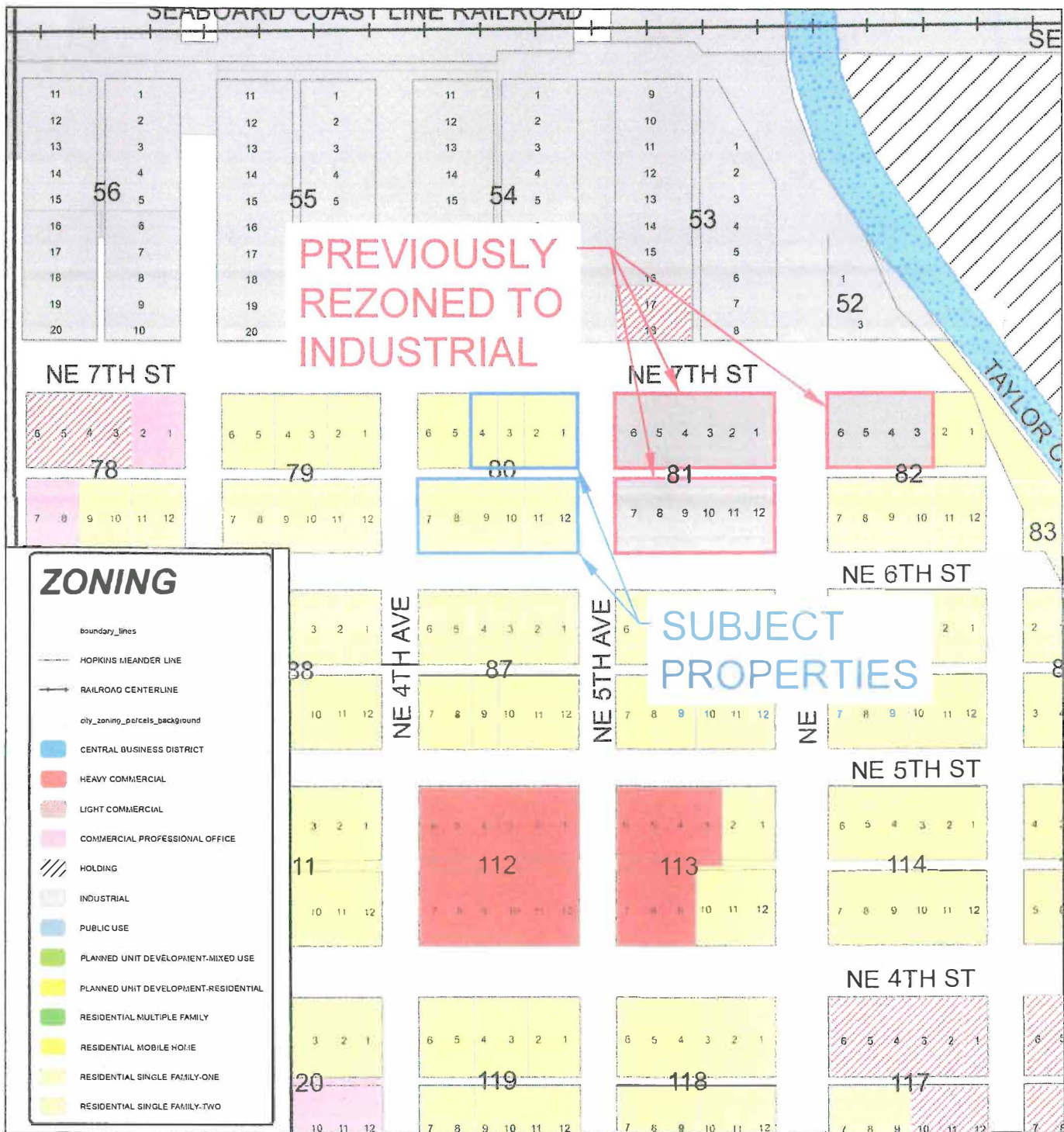


Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972

863.763.9474

MAP A-5 EXISTING ZONING DESIGNATIONS



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972
863.763.9474

EXHIBIT A-7
PROPERTY DEEDS

Parcel ID Number: 3-15-37-35-0010-00800-0110 &
3-15-37-35-0010-00800-0010

Prepared by and return to:
SUSIE BURK
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33048

FILE NUM 2014001995
OR BK 743 PG 262
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:22:14 PM
AMT \$40,000.00
RECORDING FEES \$18.50
DEED DOC \$280.00
RECORDED BY M Pinon
Pgs 262 - 263; (2 pgs)

Warranty Deed

This Indenture, Executed this February 24, 2014 A.D. Between

MARVIN V ARNOLD, A MARRIED MAN,

whose address is 12261 NE 120TH STREET, OKEECHOBEE, FL 34972, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO., INC., A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES CUT-OFF ROAD, FORT PIERCE, FL 34981, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

THE CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

Parcel ID Number: 3-15-37-35-0010-00800-0110 & 3-15-37-35-0010-00800-0010

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name

Sylvia E. Burk

Witness Printed Name

SUE STARR

Marvin V. Arnold (Seal)
MARVIN V ARNOLD
Address: 12261 NE 120TH STREET, OKEECHOBEE, FL 34972

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 24, 2014, by MARVIN V ARNOLD, A MARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.



Notary Public
Print Name:

Sylvia E. Burk

My Commission Expires

Exhibit "A"

LOTS 1, 2, 11 AND 12 OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY,
FLORIDA.(sv'da'14)

PARCEL ID #3-15-37-35-0010-00800-0010; # 3-15-37-35-0010-00800-0110

COPY

File Number: 33048

Legal Description with Non Homestead
Closer's Choice

Parcel ID Number: 3-15-37-35-0010-00800-0030

Prepared by and return to:

Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33049

FILE NO. 2014001997
OR BK 743 PG 266
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:26:10 PM
AMT \$10,000.00
RECORDING FEES \$18.50
DEED DOC \$70.00
RECORDED BY M Pinon
Pgs 266 - 267 (2 pgs)

Warranty Deed

This Indenture, Executed this February 18, 2014 A.D. Between

BRIAN M. ARNOLD, A SINGLE MAN, AND MARVIN V. ARNOLD, A MARRIED MAN,

whose address is K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO, INC, A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES RD, FT. PIERCE, FL 34981, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

THE CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF MARVIN ARNOLD.

Parcel ID Number: 3-15-37-35-0010-00800-0030

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name

Sylvia E. Burk

Witness Printed Name

SUE STARR

BRIAN M. ARNOLD

Address: K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831

MARVIN V. ARNOLD

Address: K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831

State of Florida

County of Okeechobee

The foregoing instrument was acknowledged before me this February 18, 2014, by BRIAN M. ARNOLD, A SINGLE MAN, AND MARVIN V. ARNOLD, A MARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.



Notary Public
Print Name:

Sylvia E. Burk

My Commission Expires

Exhibit "A"

LOT 3, BLOCK 80, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ✓

COPY

File Number: 33049

Legal Description with Non Homestead
Closer's Choice



Prepared by and return to:
FRANK H. FEE, IV

Fee and Fee, PLLC
400 NW 2nd Street
Okeechobee, FL 34972
863-763-3131
File No.: 22-3433

Parcel Identification No. 3-15-37-35-0010-00800-0040

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7th day of March, 2023 Between

NORTHEAST 7, LLC, a Florida limited liability company whose post office address is 13227 153RD ROAD NORTH, Jupiter, FL 33478 of the County of Palm Beach, State of Florida, grantor*, and

DIAMOND R FERTILIZER CO., INC., a Florida corporation whose post office address is 4100 GLADES CUT-OFF ROAD, Fort Pierce, FL 34981 of the County of Saint Lucie, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okeechobee County Florida, to-wit:

Lot 4, Block 80, OKEECHOBEE, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 5, Public Records of Okeechobee County, Florida.

Subject to restrictions, reservations and easements of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

✓ [Signature]
Witness Name: Gabriella French
✓ [Signature]
Witness Name: Patrick Connelly

NORTHEAST 7, LLC, a Florida limited liability company
By: William C. Kennedy and Leslie A. Kennedy, as
Trustees of the William and Leslie Kennedy Trust, as
Manager
✓ By: [Signature]
WILLIAM KENNEDY, Trustee
✓ By: [Signature]
LESLIE KENNEDY, Trustee

✓ State of Florida
✓ County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of March, 2023 by WILLIAM KENNEDY and LESLIE KENNEDY, Trustees of The William and Leslie Kennedy Trust as Manager of NORTHEAST 7, LLC, on behalf of the company on behalf of the company, who ☒ are personally known to me or ☐ have produced a driver's license as identification.

✓ [Notary Seal]



✓ [Signature]
Notary Public

Prepared by and return to:
SUSIE BURK
Okeechobee Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33050

FILE NUM 2014001996
OR BK 743 PG 264
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:24:12 PM
AMT \$40,000.00
RECORDING FEES \$18.50
DEED DOC \$280.00
RECORDED BY M Pinon
Pgs 264 - 265; (2 pgs)

Warranty Deed

This Indenture, Executed this February 24, 2014 A.D. Between

RANDALL W. ELLERBEE, AN UNMARRIED MAN,

whose address is P.O. BOX 280, OKEECHOBEE, FL 34973, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO, INC, A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES RD, FT. PIERCE, FL 34981, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

Parcel ID Number: 3-15-37-35-0010-00800-0070

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

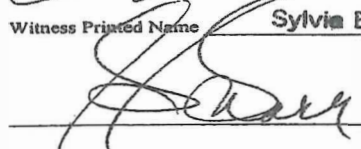
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:



Witness Printed Name **Sylvia E. Burk**



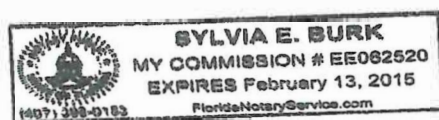
Witness Printed Name **SUE STARR**

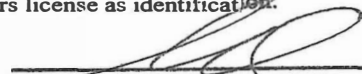


RANDALL W. ELLERBEE (Seal)
Address: P.O. BOX 280, OKEECHOBEE, FL 34973

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 24, 2014, by RANDALL W. ELLERBEE, AN UNMARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.





Notary Public **Sylvia E. Burk**
Print Name: _____
My Commission Expires _____

Exhibit "A"

LOTS 7, 8, 9 AND 10, BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ↴

COPY

File Number: 33050

Legal Description with Non Homestead
Closer's Choice

MAP A-8 AERIAL



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972
863.763.9474

APPENDIX B-1
ITE FITTED CURVES

Single-Family Detached Housing (210)

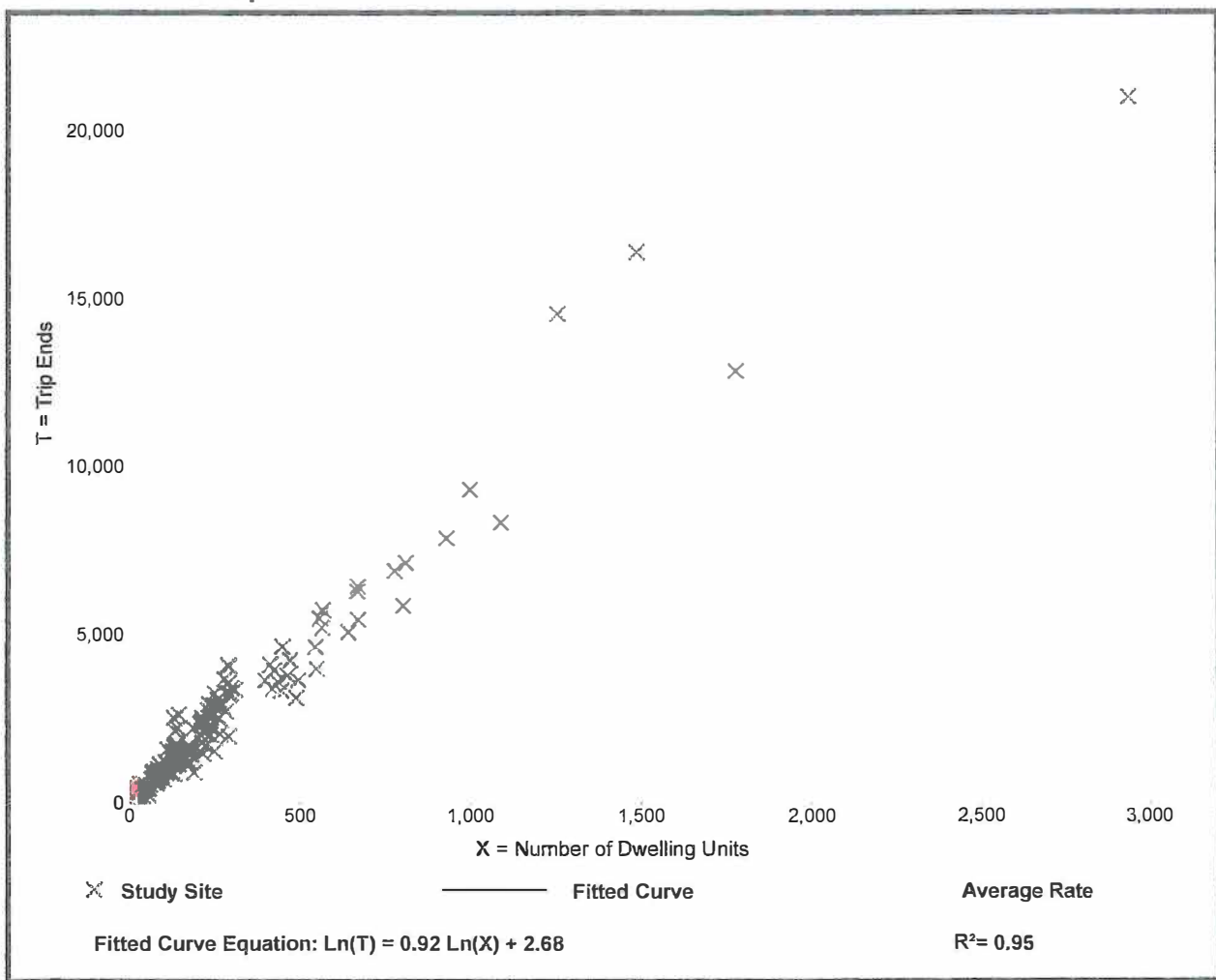
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

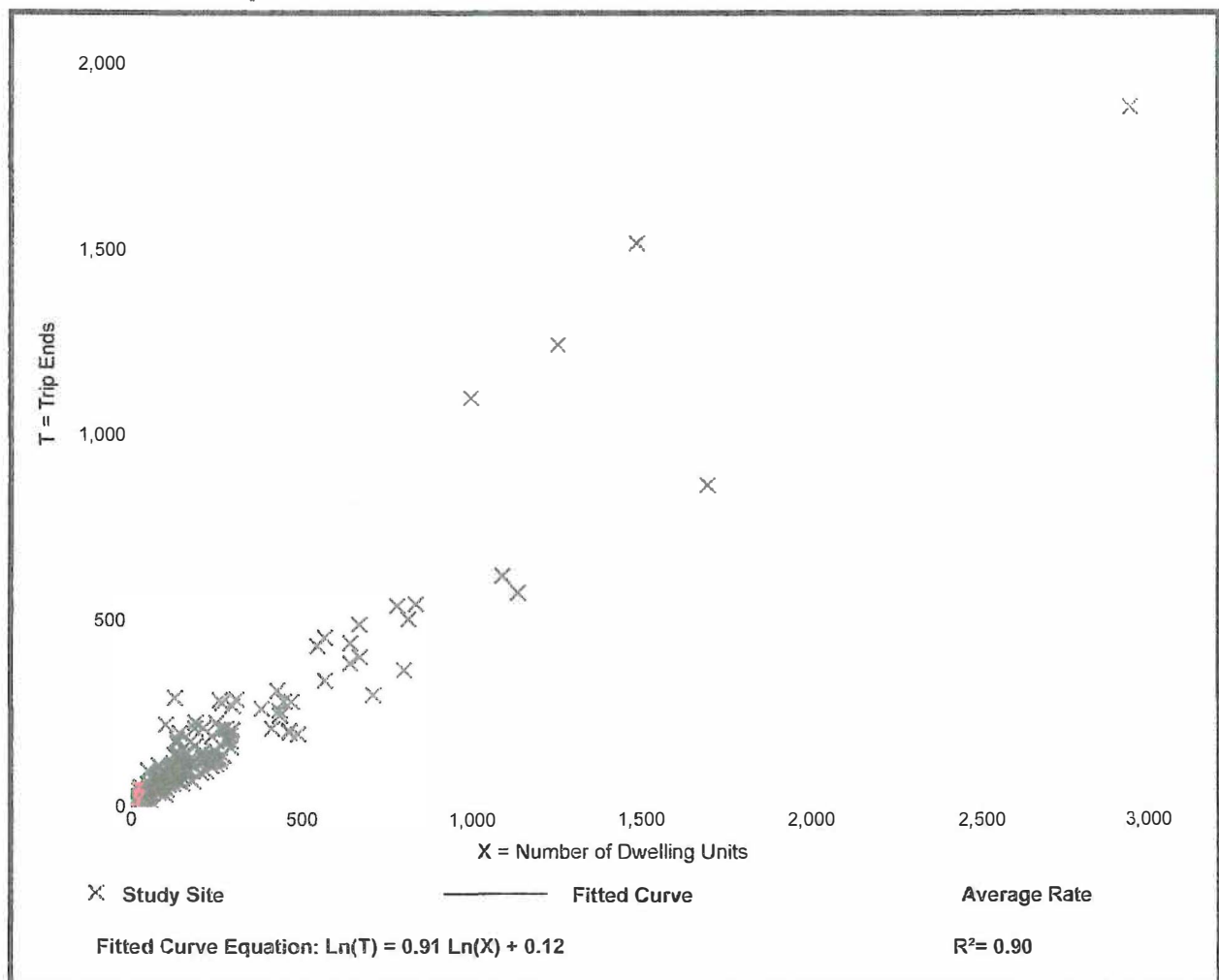
Avg. Num. of Dwelling Units: 226

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

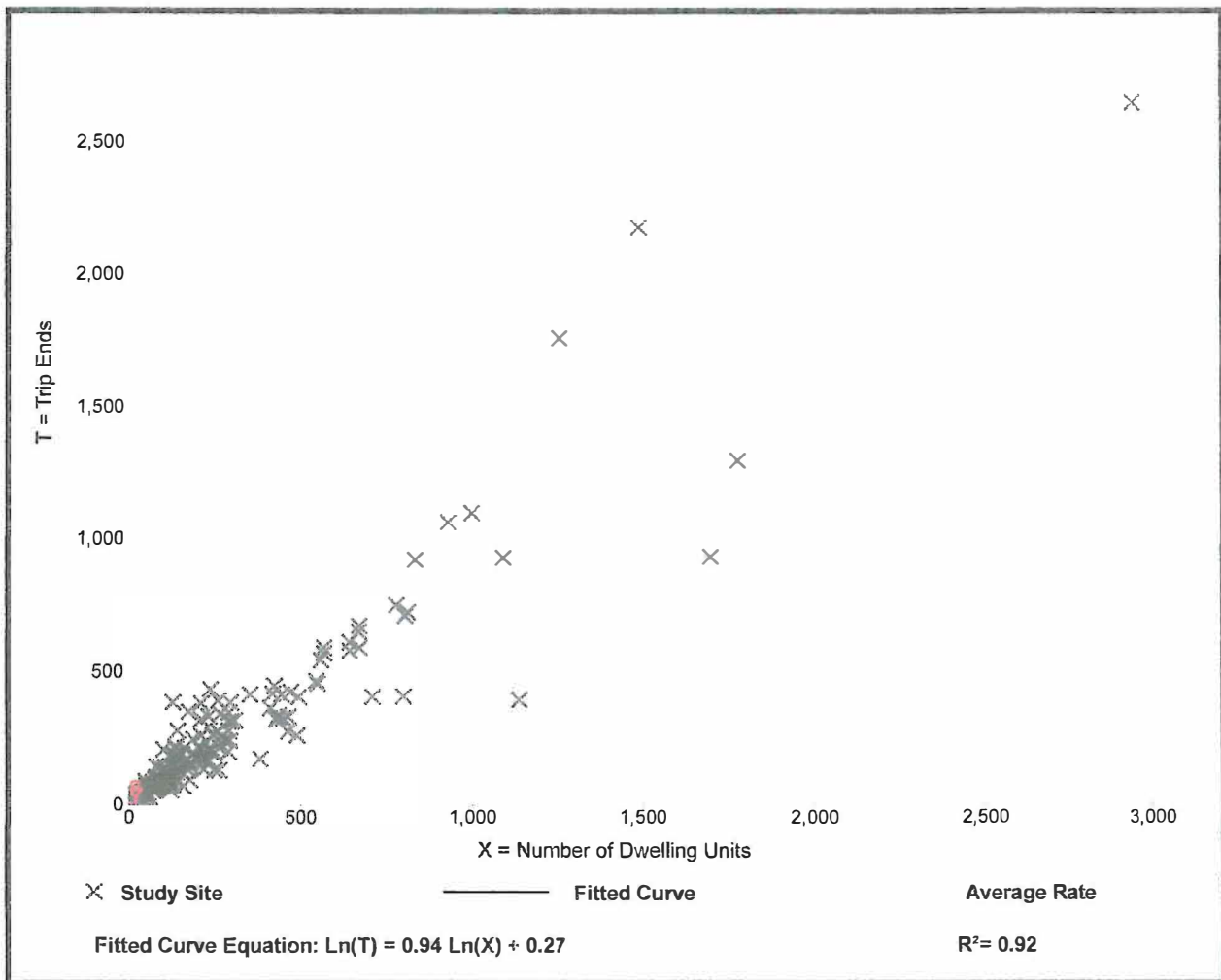
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



General Light Industrial (110)

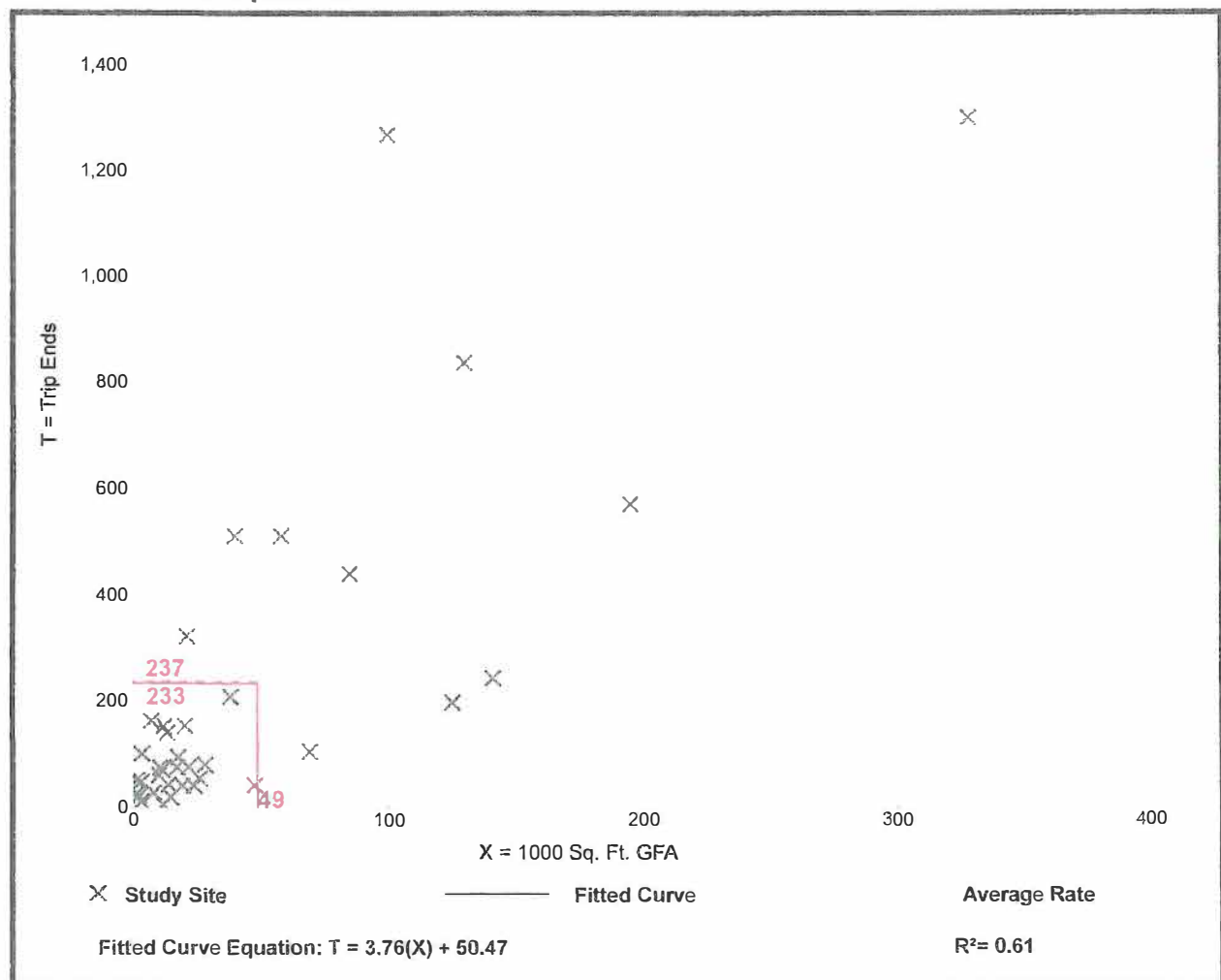
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



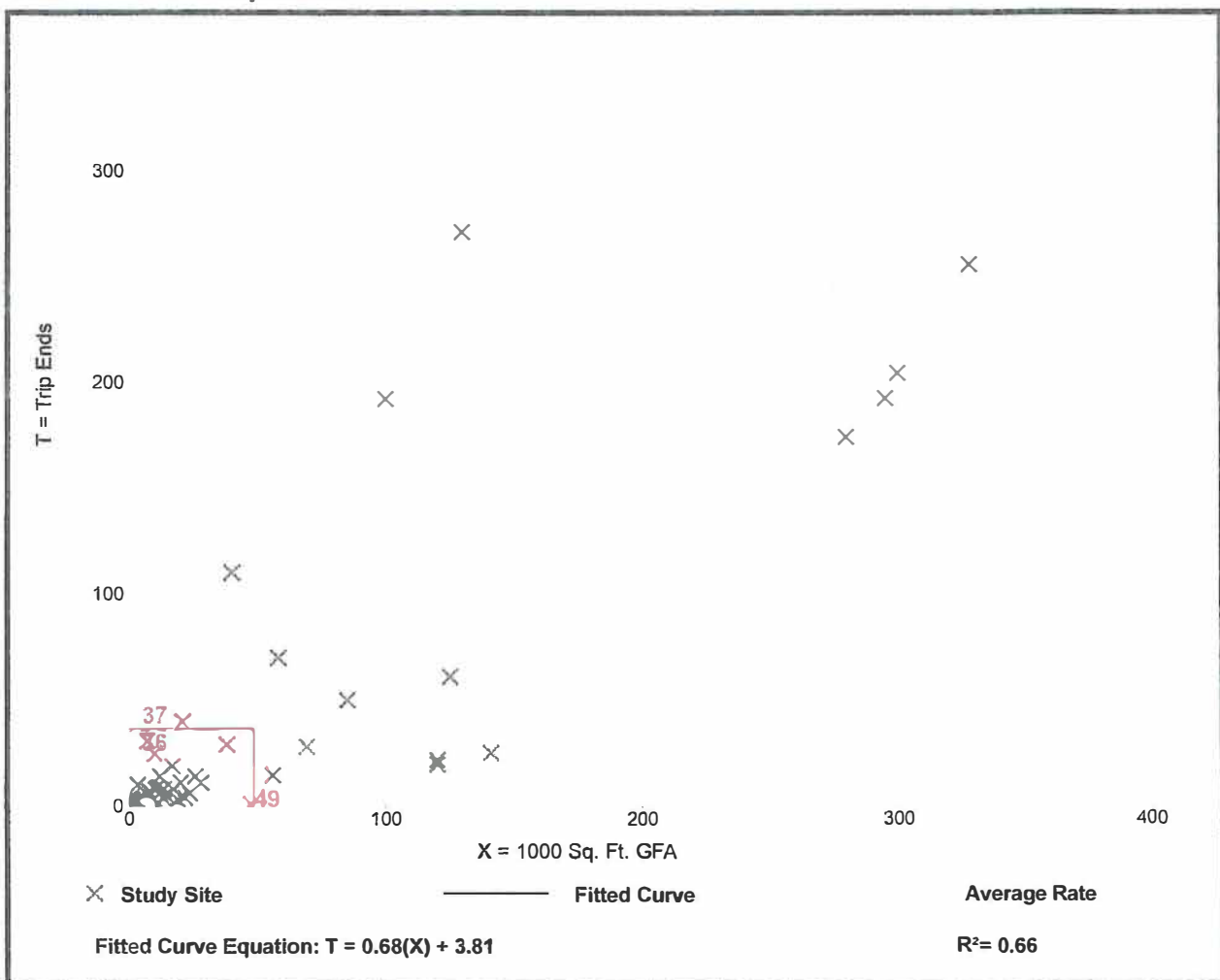
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 41
 Avg. 1000 Sq. Ft. GFA: 65
 Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 40
 Avg. 1000 Sq. Ft. GFA: 58
 Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation

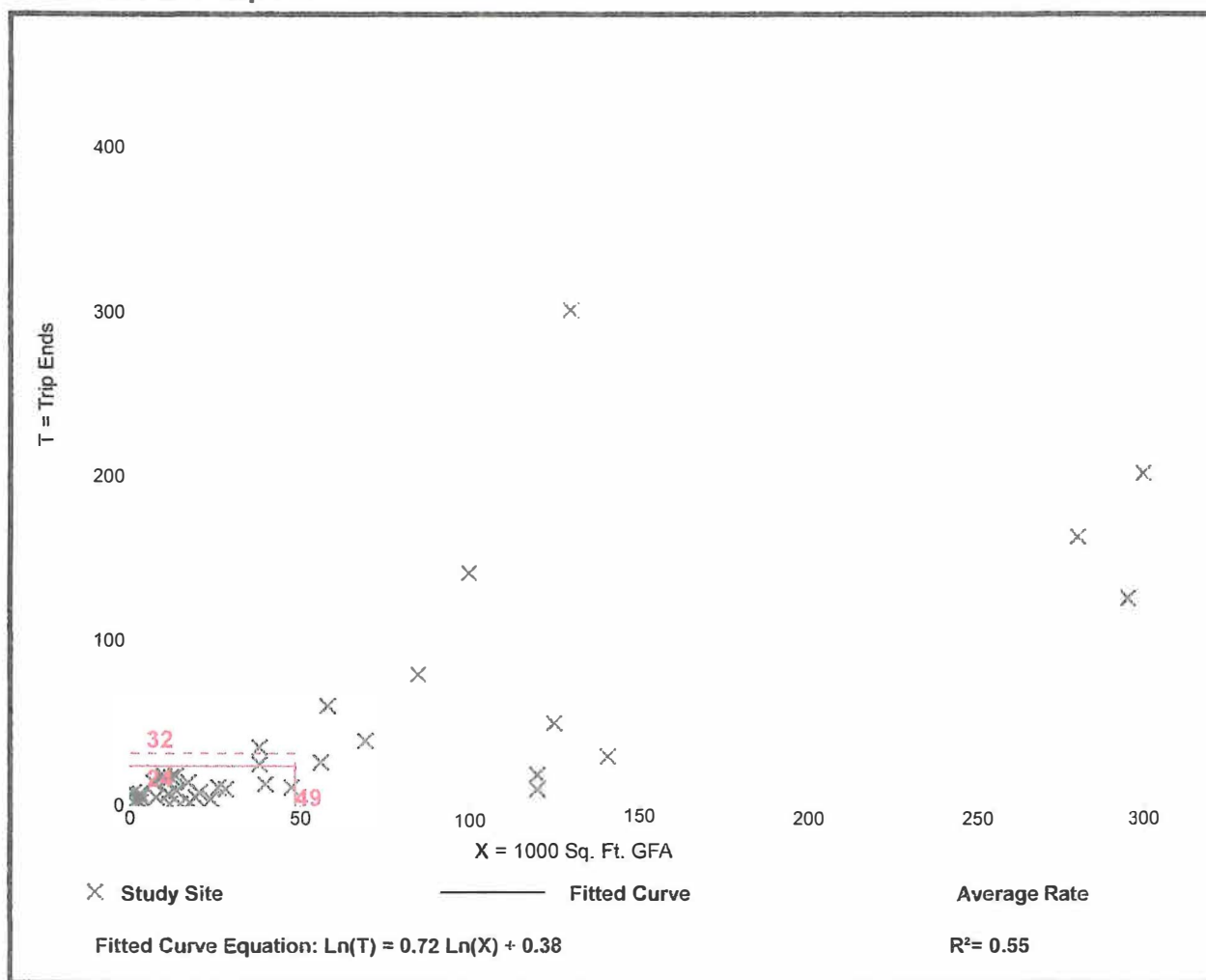


EXHIBIT C-2 SOILS MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Basinger fine sand, 0 to 2 percent slopes	2.6	1.4%
6	Manatee loamy fine sand, frequently ponded, 0 to 1 percent slopes	48.2	25.2%
11	Immokalee fine sand, 0 to 2 percent slopes	140.7	73.4%
Totals for Area of Interest		191.6	100.0%



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972
863.763.9474



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460
FAX: (863) 467-4335

November 14, 2025

Mr. Jeffery M. Sumner, P.E.
Sumner Engineering & Consulting, Inc.
410 NW 2nd Street
Okeechobee, FL 34972

Ref: **Wastewater Capacity Request**

Parcel ID: 3-15-37-35-0010-00810-0070
NE 6th Street

Parcel ID: 3-15-37-35-0010-00810-0010
NE 5th Avenue

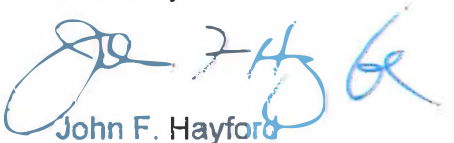
In reference to a request of the availability of wastewater capacity for the subject property, I submit the following information for your use in the permitting for the above referenced project.

The Okeechobee Utility Authority owns and operates one regional wastewater treatment plant with a FDEP permitted capacity of 3.9 MGD. During the twelve month period from August 2024 to July 2025, the annual average daily demand was 0.931 MGD, or about 24% of the current 3.9 MGD treatment capacity.

The OUA does have a wastewater sanitary force main near the subject property. Any OUA infrastructure improvements required by this project will be at the developer's expense.

Should you have any other questions, comments or concerns with regards to the wastewater system capacity, please contact the OUA at 863.763.9460.

Sincerely,


John F. Hayford
Executive Director
Okeechobee Utility Authority



OKEECHOBEE UTILITY AUTHORITY

100 SW 5th Avenue
Okeechobee, Florida 34974-4221

(863) 763-9460
FAX: (863) 467-4335

November 14, 2025

Mr. Jeffery M. Sumner, P.E.
Sumner Engineering & Consulting, Inc.
410 NW 2nd Street
Okeechobee, FL 34972

Ref: **Water Capacity Request**

Parcel ID: 3-15-37-35-0010-00810-0070
NE 6th Street

Parcel ID: 3-15-37-35-0010-00810-0010
NE 5th Avenue

In reference to a request for the availability of water capacity to the subject properties, I submit the following information for your use in meeting the potable water demand requirements for the project.

The Okeechobee Utility Authority owns and operates two water treatment plants with a combined treatment capacity of 6 MGD. During the twelve month period from October 2024 to September 2025, the maximum daily flow was 3.25 MGD, or about 54% of capacity. The OUA does have a water distribution main in the vicinity. Any upgrade requirements to the OUA water system infrastructure due to the demands of the proposed project will be at the developer's expense.

Should you have any questions, comments or concerns with regards to the water system capacity, please contact the OUA at 863-763-9460.

Sincerely,

John F. Hayford
Executive Director
Okeechobee Utility Authority



Deborah A. Perez
Government Affairs Manager
WASTE MANAGEMENT INC. OF FLORIDA
10800 NE 128th Ave
Okeechobee, FL 34973
407-466-4079
dperez@wm.com

November 12, 2025

Mr. Jeffrey Sumner, P.E.
Sumner Engineering & Consulting, Inc.
393 SW 67th Dr
Okeechobee, FL 34974

VIA EMAIL

RE: Lots 1-12, Block 80

Dear Mr. Sumner:

Please accept this letter in response to your request for confirmation of service availability and capacity for the above location/development/project.

As a subsidiary of Waste Management, Inc. of Florida (WMIF), WM of Okeechobee has the capacity to adequately provide the required services at this location for all Solid Waste and Recyclable Materials Collection and Disposal Services. Before we can give final confirmation, we will need to review detail plans to ensure our trucks can maneuver safely throughout the neighborhood.

Please contact our Construction Sales Representative – Rob Holden who will provide you and your team construction debris hauling service options.

In addition, once you have the preliminary site plans, WM offers to review and advise on the most cost-effective levels of service for all on-site materials management.

We appreciate the opportunity to service this location and look forward to working with you and your builders in making it an environmentally friendly and sustainable community.

If you have any questions or concerns, please contact Construction Sales Representative- Rob Holden at 561-662-9988, or me at 407-466-4079.

Sincerely,

Deborah A. Perez

Deborah A. Perez
Government Affairs Manager

Cc: Chris Rodriguez, District Manager
Rob Holden, Construction Sales Representative

LOCATED IN SECTION 1E

OWNSHIP 37 SOUTH
RANGE 35 EAST

[illegible][illegible][illegible]

RECEIVED

FOR THE RECORD
RICHARD E. BARNES, III
BARNES, III

On-duty prepared by Inland Empire
Date: 08/06/97 15:00:32
ccw# _____
DATE _____

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-21-2009 BY 60322 UCBAW/MSP/STP



BSM
& ASSOCIATES
LAND SURVEYING SERVICES

80 SE 21st Ave, Maitland, FL 32754
Kelly.Barnes@bsmsurvey.com
352.464.4233 Fax 352.465

BOUNDARY & TOPOGRAPHIC SURVEY
NE 5TH AVENUE
OKEECHOBEE, FLORIDA 34972

ORDINANCE NO. 1331

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING THAT 5.8321 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 5.8321 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 0.00 PERCENT MORE THAN THE ROLL-BACK RATE OF 5.8321 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.001(8)(f), Florida Statutes provides that “voted millage” or “voted levies” means ad valorem taxes in excess of maximum millage amounts authorized by law approved for periods not longer than two (2) years by vote of the electors pursuant to Section 9(b), Article VII of the State Constitution or ad valorem taxes levied for purposes provided in Section 12, Article VII of the State Constitution; and

WHEREAS, Section 200.001(2)(a), Florida Statutes provides that “general municipal millage” shall be that non-voted millage rate set by the governing body; and

WHEREAS, Section 200.065, Florida Statutes governs the adoption and levying of millage rates and provides that the City Council of the City of Okeechobee, Florida (herein after “City”) shall comply with the controlling provisions of Florida law in adoption of any millage rates, including municipal debt service millage, voted millage, and voted levies; and

WHEREAS, Section 200.065, Florida Statutes provides that the City Council as the governing body of the City and as its taxing authority must adopt a resolution or ordinance in order to levy any millage in the manner specifically provided by general law or special act; and

WHEREAS, October 1, 2026, is the commencement of the Fiscal Year for the City, which shall end on September 30, 2027; and

WHEREAS, the City held Public Hearings as required by Section 200.065, Florida Statutes, on September 3, 2026, and September 21, 2026; and

WHEREAS, the City has complied with all other requirements of law.

NOW, THEREFORE, be it ordained by the City Council of the City; presented at a duly advertised Public Meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

SECTION 1: The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: The ad valorem property tax operating millage rate for municipal purposes is hereby levied on the taxable property within the corporate boundaries of the City for Fiscal Year beginning October 1, 2026, and ending September 30, 2027.

The City Council of the City hereby levies a tax of 5.8321 per thousand-dollar valuation on all real and tangible personal property within the corporate boundaries of the City, provided however, that 5.8321 shall not be levied upon property in the City claimed and allowed as homestead on the general laws of the State of Florida.

SECTION 3: The millage rate adopted is 0.00 percent more than the roll-back of 5.8321 as computed in accordance with Florida Statutes Section 200.065(1).

SECTION 4: That this Ordinance was proposed, considered, and adopted under the provisions of Florida Statutes Chapter 166 and Section 200.065, in conformance with applicable law and the State Constitution.

SECTION 5: The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 8: Effective Date. The provisions within this Ordinance shall take effect October 1, 2026.

INTRODUCED for first reading and set for final Public Hearing at the First Budget Public Hearing held on this 3rd day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:	X			
Council Member/Vice Mayor Clark:	X			
Council Member Jarriel:	X			
Council Member McAuley:	X			
Mayor Watford:	X			

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after second reading and Final Budget Public Hearing held on this 21st day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

ORDINANCE NO. 1332

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FISCAL YEAR; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Okeechobee, Florida (herein after “City”) adopts a final budget and appropriates funds on an annual basis for the general operation of several departments of the City; and

WHEREAS, the City Council for the City held budget discussions during the regular meeting held on July 21, 2026, regarding City Tax Base and Millage Rate history compared to other Florida municipalities. During the special meeting held on July 29, 2026, regarding the Millage Rate for advertising purposes and the Tentative Budget. Workshops held on August 4, 2026, and August 18, 2026, to discuss the estimated revenues and expenditures in the proposed Budget and tentative Millage Rate. The City held Public Hearings as required on September 3, 2026, and September 21, 2026; and

WHEREAS, Section 166.241, Florida Statutes provides specific requirements to which municipalities must comply with regard to budgets and budget amendments; and

WHEREAS, State law requires that municipal budgets are balanced and adopted annually, and the adoption must be by resolution or ordinance including provisions relating to the methods and timing of budget amendments; and

WHEREAS, the 2026 Tax Assessment roll for the City has been paired, equalized, and certified, showing Total Taxable Value of Real and Personal Property: \$585,221,912.00; and

WHEREAS, the process of the adoption of the annual budget is governed by Chapter 200, Florida Statutes, requiring calculation of the rolled-back tax rate and percentage increase over the rolled-rate, certain Public Notices, Public Hearings, format of required ordinances, and the like.

NOW, THEREFORE, be it ordained by the City Council of the City; presented at a duly advertised Public Meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

SECTION 1: The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: The City Council of the City, after having held a Public Hearing on the annual Budget, including General Fund, Public Facilities Improvement Fund, Capital Improvement Projects Fund, Other Grant Capital Fund, and Law Enforcement Special Fund, hereby adopts as its annual Budget the expenditures, as fully set forth below, for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027.

GENERAL FUND

Revenues:

Fund Balance	\$ 4,342,502.00
Ad Valorem Taxes, Millage Rate: 5.8321	\$ 3,242,419.00
Other Fees	\$ 1,035,000.00
Intergovernmental Revenue	\$ 2,274,236.00
Charges for Current Services	\$ 1,846,580.00
Fines, Forfeitures and Penalties	\$ 25,300.00
Uses of Money and Property	\$ 350,000.00
Other Revenues	\$ 79,750.00
TOTAL REVENUES	\$ 13,195,787.00
Transfer-In from Public Facilities Improvement Fund	\$ 300,000.00
TOTAL REVENUES AND TRANSFERS	\$ 13,495,787.00

GENERAL FUND CONTINUED**Expenditures:**

Legislative	\$ 176,000.00
Executive	\$ 308,450.00
Human Resources	\$ 112,150.00
City Clerk	\$ 387,250.00
Financial Services	\$ 388,900.00
Legal Counsel	\$ 140,950.00
General Services	\$ 713,700.00
Law Enforcement	\$ 4,013,630.00
Fire Protection and Public Safety	\$ 1,037,705.00
Road and Street Facilities	\$ 1,874,550.00

TOTAL EXPENDITURES **\$ 9,153,285.00**

GENERAL FUND BALANCE **\$ 4,342,502.00**

PUBLIC FACILITIES IMPROVEMENT FUND**Revenues:**

Fund Balance	\$ 419,982.00
Revenues	\$ 787,500.00

TOTAL REVENUES **\$ 1,207,482.00**

Expenditures:

TOTAL EXPENDITURES **\$ 812,500.00**

Transfer-Out to General Fund **\$ 300,000.00**

TOTAL EXPENDITURES AND TRANSFERS **\$ 1,112,500.00**

PUBLIC FACILITIES IMPROVEMENT FUND BALANCE **\$ 94,982.00**

CAPITAL IMPROVEMENT PROJECTS FUND**Revenues:**

Fund Balance	\$ 2,508,367.00
Revenues	\$ 40,000.00

TOTAL REVENUES **\$ 2,548,367.00**

Expenditures:

TOTAL EXPENDITURES **\$ 1,355,000.00**

CAPITAL IMPROVEMENT PROJECTS FUND BALANCE **\$ 1,193,367.00**

OTHER GRANT CAPITAL FUND**Revenues:**

Fund Balance	\$ 0.00
Revenues	\$ 1,971,515.00

TOTAL REVENUES **\$ 1,971,515.00**

Expenditures:

TOTAL EXPENDITURES **\$ 1,971,515.00**

OTHER GRANT CAPITAL FUND BALANCE **\$ 0.00**

LAW ENFORCEMENT SPECIAL FUND**Revenues:**

Fund Balance	\$ 12,900.00
Revenues	\$ 1,000.00

TOTAL REVENUES **\$ 13,900.00**

Expenditures:

TOTAL EXPENDITURES **\$ 6,000.00**

LAW ENFORCEMENT SPECIAL FUND BALANCE **\$ 7,900.00**

SECTION 3: That this Ordinance was proposed, considered, and adopted under the provisions of Chapter 166 and 200.065 Florida Statutes.

SECTION 4: The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

SECTION 5: The City Administrator, through the Finance Director, is hereby authorized and directed to disburse monies for the purpose of meeting the expenses and expenditures of the City as appropriated.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall be effective October 1, 2026.

INTRODUCED for first reading and set for final Public Hearing at this First Budget Public Hearing held on this 3rd day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:	X			
Council Member/Vice Mayor Clark:	X			
Council Member Jarriel:	X			
Council Member McAuley:	X			
Mayor Watford:	X			

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after second reading and Final Budget Public Hearing held on this 21st day of September 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

ORDINANCE NO. 1334

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL SINGLE FAMILY-ONE TO INDUSTRIAL; PETITION NO. 26-001-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida (the “City”) has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and

WHEREAS, the City has received and reviewed Petition No. 26-001-R, submitted by Jeffrey Sumner, as Agent on behalf of the property owner, Diamond R Fertilizer Co., Inc., pursuant to the Land Development Regulations of the City for the purpose of rezoning a certain tract of land consisting of 1.61± acres from Residential Single Family-One (RSF-1) to Industrial (IND); and that this request be removed from the boundaries of the above-mentioned Zoning District to allow for the processing of said Rezoning Petition; and

WHEREAS, said Rezoning Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review, provided by the Applicant that said Rezoning Petition is consistent with the Comprehensive Plan; and

WHEREAS, said Rezoning Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on August 20, 2026, determined that said Rezoning Petition is consistent with the Comprehensive Plan; and

WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds said Rezoning Petition to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of the City to amend aforesaid revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, be it ordained before the City Council of the City; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

SECTION 1: RECITALS ADOPTED.

The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: LEGAL DESCRIPTION.

The following described land consisting of approximately 1.61± acres, as the subject property, located in the City, to-wit:

LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

SECTION 3: ZONING MAP AMENDMENT.

That the aforesaid Revised Zoning Map of the City be amended to reflect the subject property to be changed from RSF-1 to IND.

SECTION 4: CONFLICT.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 6: EFFECTIVE DATE.

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Comprehensive Plan Small Scale Future Land Use Map Amendment, Application No. 26-001-SSA, is adopted and not timely challenged. If the Comprehensive Plan Amendment is timely challenged, this Ordinance shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a Final Order determining the Comprehensive Plan Amendment to be in compliance.

INTRODUCED for First Reading and set for final Public Hearing on this 21st day of September 2026.
Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second Reading and final Public Hearing this 20th day of October 2026. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

V. PUBLIC HEARING ITEM A CONTINUED

subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. The **Motion Carried Unanimously** The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for September 21, 2026.

VICE CHAIRPERSON BRASS OPENED THE QUASI-JUDICIAL HEARING AT 6:32 P.M.

QUASI-JUDICIAL ITEM

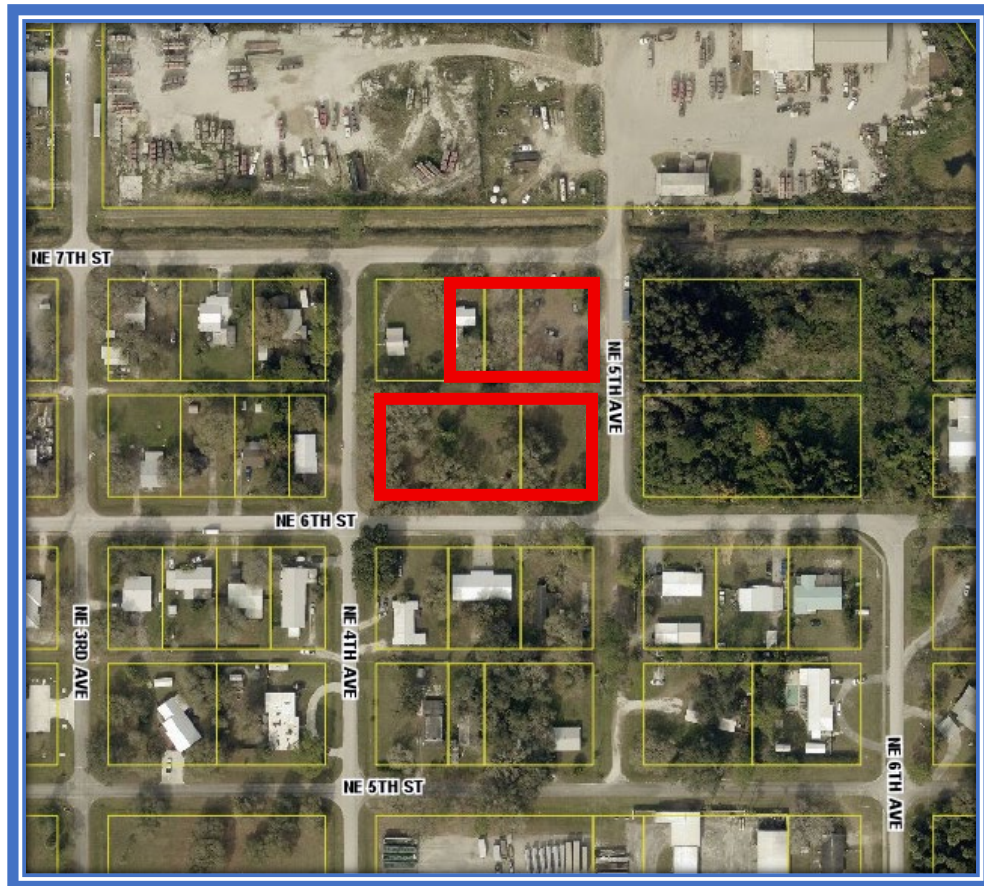
B. Rezoning Petition No. 26-001-R, requests to rezone 1.61± acres from Residential Single Family-One to Industrial. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. The proposed use is to expand the existing Diamond R business, including storage and retail sales. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA - City Planning Consultant (Exhibit 3).

1. Marissa Fewell of Morris-Depew presented the Rezone Petition for the 4 vacant parcels and 1 parcel with a single family dwelling on it. The owner is looking to expand their existing industrial facility located to the north. Ms. Fewell went through Staff Report pages 2 and 3 noting consistency with LDC Section 70-340 and is consistent with the City's Comprehensive Plan.
2. Board Secretary Chris Frates administered the Oath to Mr. Sumner, representative for the property owner, Diamond R Fertilizer Co., Inc.
3. Mr. Sumner agrees with the Staff Report and recommendations and can answer any questions. Member Jonassaint asked how big the store would be and on what side of the map. Mr. Sumner responded that at this point there is no design for the retail space or parking which will be on the South side of the canal. Design plans are being developed for the plant site. Member Jonassaint asked if signs were posted for neighbors. Did we receive any letters? Board Secretary Frates responded yes, signs were posted and postcards were mailed to neighbors. One card came back undeliverable and no communications were received by surrounding property owners.
4. No other public comments were made.
5. No Ex-Parte disclosures were offered.
6. Motion by Member Baughman, seconded by Member Berlin to recommend approval to the City Council for Rezoning Petition No. 26-001-R, to rezone 1.61± acres from Residential Single Family-One to Industrial. The subject properties are located between NE 4th AVE to 5th AVE and NE 6th ST to 7th ST. The proposed use is to expand the existing Diamond R business, including storage and retail sales. Legal Description: LOTS 1 TO 4 AND 7 TO 12, OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA - **Motion Carried Unanimously**. The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for September 21, 2026 and October 20, 2026.

VICE CHAIRPERSON BRASS CLOSED THE QUASI-JUDICIAL HEARING AT 6:41 P.M.

26-001-R

Rezoning Staff Report



Applicant | Diamond R Fertilizer Co., Inc.
Address | Lots 1-4 and 7-12, Block 80, City of Okeechobee



Prepared for The City of Okeechobee

General Information

Owner: Diamond R Fertilizer Co., Inc.

Applicant: Diamond R Fertilizer Co., Inc.

Primary Contact: Jeffrey M. Sumner, P.E. (863) 634-9474, jeff@sumnerengineering.com

Site Address: NE 4th Avenue to NE 5th Avenue, from NE 6th ST and NE 7th ST, less Lots 5-6, Block 80

Parcel Identification: 3-15-37-35-0010-00800-0040, 3-15-37-35-0010-00800-0030,
3-15-37-35-0010-00800-0010, 3-15-37-35-0010-00800-0110, and 3-15-37-35-0010-00800-0070

Note: For the legal description of the project or other information relating this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at: <https://www.cityofokeechobee.com/agendas.html>

Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Single-Family Residential	Industrial
Zoning	Residential Single Family (RSF-1)	Industrial (IND)
Use of Property	Vacant & Single Family Residential	Industrial
Acreage	1.61	1.61

Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
North	Industrial	Industrial (IND)	Mineral Processing/ Industrial
East	Industrial	Industrial (IND)	Vacant Industrial
South	Single-Family Residential	Residential Single-Family (RSF-1)	Single-Family Residential
West	Single-Family Residential	Residential Single-Family (RSF-1)	Single-Family Residential & Multi Family Residential

Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board and City Council is a Rezoning from Residential Single-Family (RSF-1) to Industrial (IND). The request involves five parcels, totaling 1.61-acres.

The applicant has also submitted a concurrent application for an Amendment to the Future Land Use Map of the City's Comprehensive Plan (26-001-SSA) to change the future land use designation of the subject parcels from Single-Family Residential to Industrial. The applicant has stated intent to develop the property with storage and retail uses for the adjacent industrial fertilizer operation to the north. If this

rezoning is approved, the property may be developed according to standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the IND district.

The applicant has also indicated that upon approval of the currently requested future land use map amendment and the rezoning, ROW abandonment and joinder applications will likely be submitted to combine the subject parcels to the adjacent industrial fertilizer operation to the north and east.

Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards. The applicant has submitted responses to each standard, which are provided un-edited below. Staff comments are also provided in response to the standards and the applicant's responses.

1) The request is not contrary to comprehensive plan requirements.

Applicant Response: The application is being submitted concurrently with a SSA application seeking to change the FLU classification to Industrial. If approved, the requested zoning will not be contrary to the Comprehensive Plan.

Staff Response: If the applicant's concurrent comprehensive plan amendment request to change the Future Land Use from Single Family Residential to Industrial is approved, then staff finds that the requested zoning designation will be consistent with the Comprehensive Plan.

2) The use is specifically authorized under the zoning district regulations applied for.

Applicant Response: The proposed use is consistent with primary permitted uses in Industrial zoning.

Staff Response: Per LDC Section 90-342(1), (3), and (5), Business office, Retail service, retail store including outdoor display of merchandise, and manufacturing, processing, except those which produce explosives is an allowed use within the Industrial zoning designation. Staff finds that the requested use is consistent with the City of Okeechobee Land Development Code.

3) Approval of the request will not have an adverse effect on the public interest.

Applicant Response: The proposed use is an expansion of a long-standing, successful business in Okeechobee. The expansion will increase tax base, create employment opportunities, and will be of overall benefit to the public interest.

Staff Response: The proposed zoning change from Residential Single-Family to Industrial would allow for expansion of an existing facility into property that is currently vacant, which will promote economic growth in the community.

4) The use is appropriate for the location proposed, is reasonably compatible with adjacent uses, and is not contrary or detrimental to urbanizing land use patterns.

Applicant Response: The proposed use is an expansion of existing industrial uses in an urbanized area of the city. While buffering of some adjacent uses is appropriate, the proposed use is not detrimental to urbanizing land use patterns.

Staff Response: Surrounding uses include the existing fertilizer plant, vacant properties, single family and multi-family residences, and a church. There is a potential for compatibility issues with industrial uses adjacent to low density residential and churches. However, industrial facilities have existed/operated in the area between NE 7th St and the railway for decades. Allowing expansion one block southward is not necessarily incompatible. In terms of buffering, the City LDC currently requires a 2-foot-wide buffer along internal property lines and a 10-foot-wide buffer along property lines abutting rights-of-way. Historically, the City has not imposed conditions on conventional rezonings to require enhanced buffering or any other conditions of approval. Staff agrees that the proposed expansion of industrial designations is not detrimental to the existing character of the area.

- 5) *Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties.*

Applicant Response: The proposed use is not expected to affect property values, or be a deterrent to development of any vacant adjacent property.

Staff Response: Approval of this rezoning request will encourage development of the subject property which is currently vacant, apart from one parcel having an existing single-family dwelling. It is possible that development of the subject property will also encourage development of nearby vacant properties. Typically, new development increases property values. It is not clear what impacts the proposed development may or may not have on living conditions.

- 6) *The use can be suitable buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood.*

Applicant Response: There is adequate room on the property to allow adequate buffering from surrounding uses.

Staff Response: The subject property is large enough that adequate space for any required buffers is available. Once a site plan is proposed, it will be reviewed by staff and the City's Technical Review Committee for compliance with all applicable landscaping and buffering requirements.

- 7) *Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services.*

Applicant Response: The proposed use is an expansion of existing industrial property, and is not expected to materially impact the density pattern in the area, nor overburden any public facilities.

Staff Response: The industrial zoning district does not permit any residential density. The subject property currently contains one dwelling unit that the Applicant has indicated will be demolished as part of future development of the property, therefore approval of this request will not affect density patterns. It is not expected that any industrial use of this property will overburden public facilities.

- 8) *Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.*

Applicant Response: The proposed use will be planned/designed to meet all relevant Land Development Regulation sections pertaining to traffic circulation and concurrency, drainage, etc.

Staff Response: The applicant provided a Traffic Analysis for this rezoning application and the associated Small Scale Comprehensive Plan Amendment (26-001-SSA). Staff agrees with the analysis that there is adequate roadway capacity to support the increase in traffic volume that the proposed rezoning could create. Development of the site will have to comply with all applicable stormwater management requirements.

- 9) *The use has not been inordinately burdened by unnecessary restrictions.*

Applicant Response: The proposed use has not been inordinately burdened by unnecessary restrictions.

Staff Response: Staff agrees.

Recommendation

Based on the materials provided by the applicant and the above analysis, if the City approves the associated comprehensive plan amendment request for Industrial Future Land Use, we find that this request to rezone the subject parcels from Residential Single-Family (RSF-1) to Industrial (IND) is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the Applicant's request.

Submitted by:

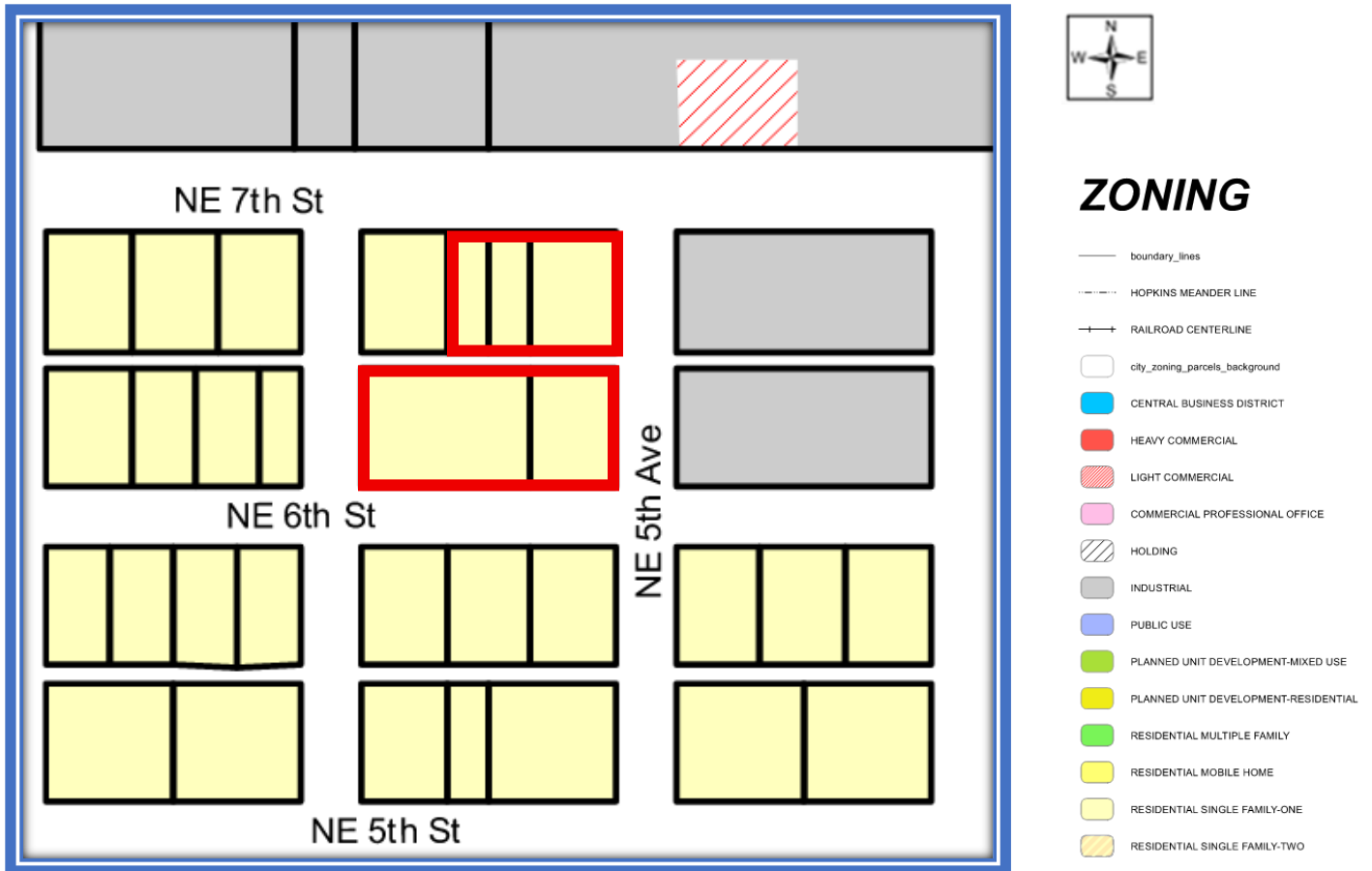


Ben Smith, AICP, Director of Planning, Morris-Depew Associates Inc.
Marissa Fewell, AICP, Senior Planner, Morris-Depew Associates Inc.
August 7, 2026

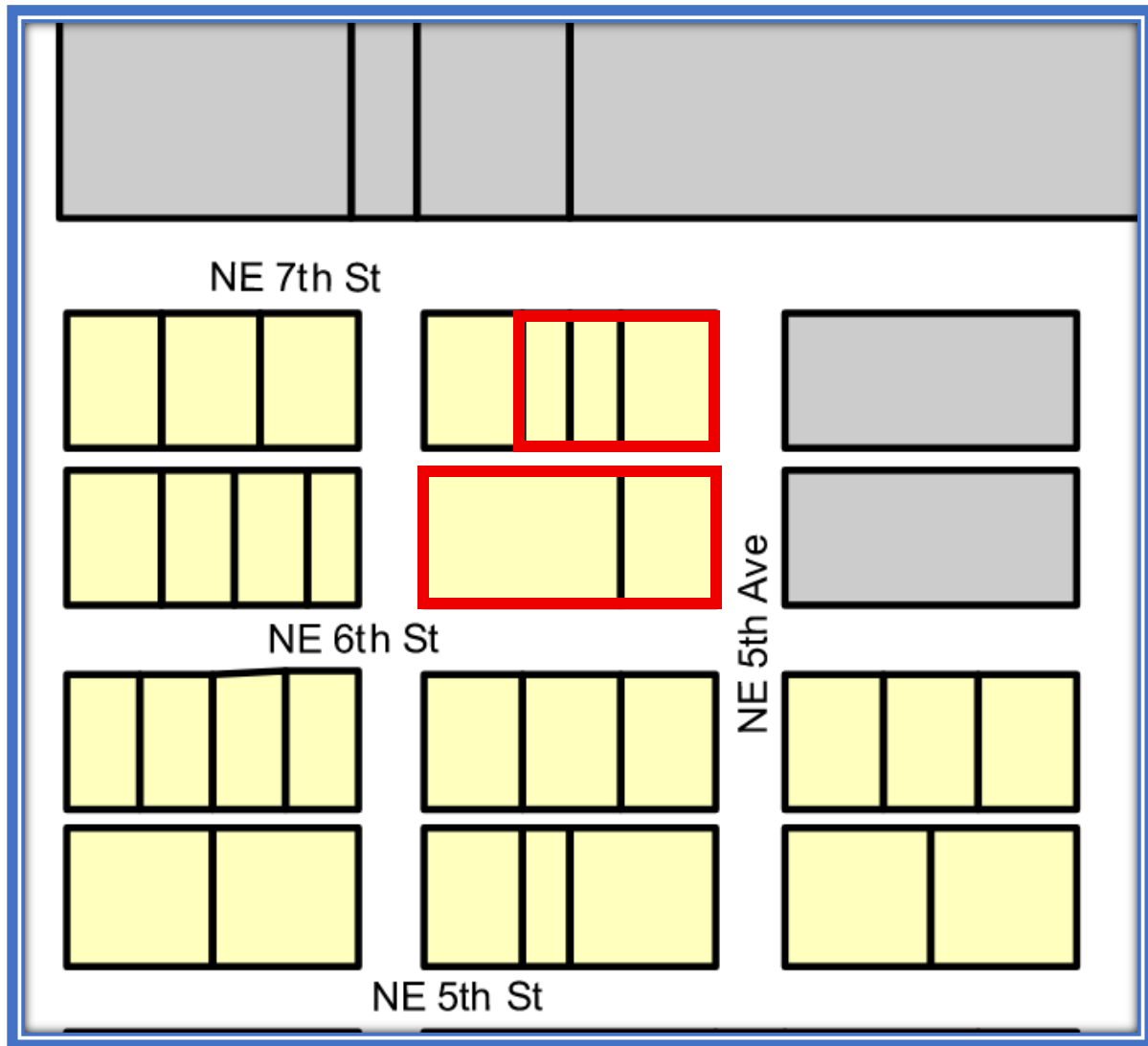
Okeechobee Planning Board Hearing: August 20, 2026

Supplemental Exhibits

Current Zoning Map



Current Future Land Use Map



LAND USE CLASSIFICATIONS

- +++ RAILROAD CENTERLINE
- HOPKINS MEANDER LINE
- +++ RAILROAD CENTERLINE
- flu_boundary_lines
- lot_line
- flu_background_parcels
- SINGLE - FAMILY RESIDENTIAL
- MIXED USE RESIDENTIAL
- MULTI - FAMILY RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- PUBLIC FACILITIES



Aerial Identifying Existing Land Uses



City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>May 15 2024</u>	Petition No. <u>26-001-R</u>
		Fee Paid: <u>910.00</u>	Jurisdiction:
		1 st Hearing:	2 nd Hearing:
		Publication Dates:	
		Notices Mailed:	
Rezone, Special Exception and Variance			
APPLICANT INFORMATION			
1	Name of property owner(s): Diamond R Fertilizer Co., Inc. (applicant)		
2	Owner mailing address: 12035 US HWY 441SE, Okeechobee, FL 34974		
3	Name of applicant(s) if other than owner Diamond R Fertilizer Co., Inc., Attn: Mike Hudson		
4	Applicant mailing address: 4100 Glades Cut-off Road, Ft. Pierce, FL 34981		
	E-mail address: mike.hudson@diamond-r.com		
5	Name of contact person (state relationship): Jeffrey M Sumner (Authorized Agent) and Applicant		
6	Contact person daytime phone(s): 863-634-9474		
PROPERTY INFORMATION			
7	Property address/directions to property: NE 4th Avenue to NE 5th Avenue, from NE 6th Street to NE 7th Street, less Lots 5-6, Block 80 <u>Lots 1-4, 7-12 of Block 80, CITY OF OKEECHOBEE PDS, PG 5, Oku County Public Records</u>		
8	Describe current use of property: One single-family residence, and otherwise vacant on remaining parcels.		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc. One single-family residence on Lot 4.		
	Source of potable water: OUA Method of sewage disposal: Septic		
10	Approx. acreage: 1.61 acres Is property in a platted subdivision? No		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: No		
12	Is a pending sale of the property subject to this application being granted? No		
13	Describe uses on adjoining property to the North: North: Industrial East: Vacant Industrial South: Mobile Hm and Multi-Family Residential West: Single-Family Residential		
14	Existing zoning: RSF - One Future Land Use classification: Single-Family Residential		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<u>X</u>) No () Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<u>X</u>) Rezone () Special Exception () Variance		
17	Parcel Identification Number: 3-15-37-35-0010-00800-0040,-		

3-15-37-35-0010-00800-0030; 3-15-37-35-0010-00800-0010,
3-15-37-35-0010-00800-0070 & 3-15-37-35-0010-00800-0110

REQUIRED ATTACHMENTS	
18	Applicant's statement of interest in property: Contract Purchaser
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
20	Last recorded warranty deed: Attached
21	Notarized letter of consent from property owner (if applicant is different from property owner) Attached
22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Signature



Printed Name

Jeffrey M Sumner

Date

May 15, 2026

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820

**City of Okeechobee
Owner/Applicant Agent Authorization**

Project Name: Diamond R Fertilizer

Application Type (if available): Rezoning, Land Use Amendment, Site Plan

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization(s) indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

Printed Name of Authorized Agent: **JEFFREY M SUMNER**

Typed/Printed Name of Owner/Applicant: Diamond R Fertilizer Co., Inc., Attn: Mike Hudson

Corporate Title if Applicable: President / CEO

Signature of Owner/Applicant: 

Date: 1/2/2025

**STATE OF FLORIDA
COUNTY OF**

The foregoing instrument was acknowledged before me by means of 1 physical presence or
____ online notarization, this 2 day of January, 2025, by Michael Hudson,
(Name of Person)

who is personally known to me or produced _____ as identification.




NOTARY PUBLIC SIGNATURE

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: RSF-One Requested zoning classification Industrial
B	Describe the desired permitted use and intended nature of activities and development of the property? Expansion of existing Diamond R business, including storage and retail sales
C	Is a Special Exception necessary for your intended use? (☒) No () Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? (☒) No () Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project. N/A
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

**FINDINGS REQUIRED FOR GRANTING A REZONING
OR CHANGE IN LAND DEVELOPMENT
REGULATIONS (Sec. 70-340, LDR page CD70:16)**

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

- The proposed rezoning is not contrary to Comprehensive Plan requirements.
The application is being submitted concurrently with a SSA application seeking to change the FLU classification to Industrial. If approved, the requested zoning will not be contrary to the Comprehensive Plan.
- The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
The proposed use is consistent with primary permitted uses in Industrial zoning.
- The proposed use will not have an adverse effect on the public interest.
The proposed use is an expansion of a long-standing, successful business in Okeechobee. The expansion will increase tax base, create employment opportunities, and will be of overall benefit to the public interest.
- The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is
The proposed use is an expansion of existing industrial uses in an urbanized area of the City. While buffering of some adjacent uses will be appropriate, the proposed use is not detrimental to urbanizing land use patterns.
- The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.
The proposed use is not expected to affect property values, or be a deterrent to development of any vacant adjacent property.

Findings required for rezoning or change in land development regulations (cont.)

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood

There is adequate room on the property to allow adequate buffering from surrounding uses.

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

The proposed use is an expansion of existing industrial property, and is not expected to materially impact the density pattern in the area, nor overburden any public facilities.

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.

The proposed use will be planned / designed to meet all relevant Land Development Regulation sections pertaining to traffic circulation and concurrency, drainage, etc.

9. The proposed use has not been inordinately burdened by unnecessary restrictions.

The proposed use has not been inordinately burdened by unnecessary restrictions.

The City staff will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

Parcel ID Number: 3-15-37-35-0010-00800-0110 &
3-15-37-35-0010-00800-0010

Prepared by and return to:
SUSIE BURK
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33048

FILE NUM 2014001995
OR BK 743 PG 262
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:22:14 PM
AMT \$40,000.00
RECORDING FEES \$18.50
DEED DOC \$280.00
RECORDED BY M Pinon
Pgs 262 - 263; (2 pgs)

Warranty Deed

This Indenture, Executed this February 24, 2014 A.D. Between

MARVIN V ARNOLD, A MARRIED MAN,

whose address is 12261 NE 120TH STREET, OKEECHOBEE, FL 34972, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO., INC., A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES CUT-OFF ROAD, FORT PIERCE, FL 34981, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

THE CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

Parcel ID Number: 3-15-37-35-0010-00800-0110 & 3-15-37-35-0010-00800-0010

Subject to covenants, restrictions, easements of record and taxes for the current year.

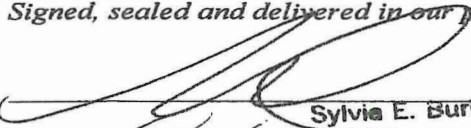
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

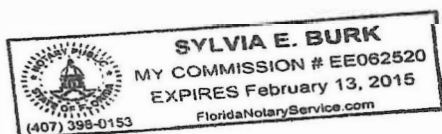

Witness Printed Name Sylvia E. Burk


Witness Printed Name SUE STARR

 (Seal)
MARVIN V ARNOLD
Address: 12261 NE 120TH STREET, OKEECHOBEE, FL 34972

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 24, 2014, by MARVIN V ARNOLD, A MARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.




Notary Public Sylvia E. Burk
Print Name:
My Commission Expires _____

Exhibit "A"

LOTS 1, 2, 11 AND 12 OF BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY,
FLORIDA.(sv'da'14)

PARCEL ID #3-15-37-35-0010-00800-0010; # 3-15-37-35-0010-00800-0110

COPY

File Number: 33048

Legal Description with Non Homestead
Closer's Choice

Parcel ID Number: 3-15-37-35-0010-00800-0030

Prepared by and return to:

Okeechobee Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33049

FILE NO. 2014001997
OR BK 743 PG 266
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:26:10 PM
AMT \$10,000.00
RECORDING FEES \$18.50
DEED DOC \$70.00
RECORDED BY M Pinon
Pgs 266 - 267 (2 pgs)

Warranty Deed

This Indenture, Executed this February 18, 2014 A.D. Between

BRIAN M. ARNOLD, A SINGLE MAN, AND MARVIN V. ARNOLD, A MARRIED MAN,

whose address is K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO, INC., A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES RD, FT. PIERCE, FL 34981, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

THE CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF MARVIN ARNOLD.

Parcel ID Number: 3-15-37-35-0010-00800-0030

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Sylvia E. Burk

Witness Printed Name SUE STARR

Brian M. Arnold (Seal)

BRIAN M. ARNOLD
Address: K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831

Marvin V. Arnold (Seal)

MARVIN V. ARNOLD
Address: K80730 CENTRAL FLORIDA RECEIVING, 7000 H.C. KELLY ROAD, ORLANDO, FL 32831

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 18, 2014, by BRIAN M. ARNOLD, A SINGLE MAN, AND MARVIN V. ARNOLD, A MARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.



Notary Public
Print Name: Sylvia E. Burk

My Commission Expires _____

Exhibit "A"

LOT 3, BLOCK 80, OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ✓

COPY

File Number: 33049

Legal Description with Non Homestead
Closer's Choice



Prepared by and return to:
FRANK H. FEE, IV

Fee and Fee, PLLC
400 NW 2nd Street
Okeechobee, FL 34972
863-763-3131
File No.: 22-3433

Parcel Identification No. 3-15-37-35-0010-00800-0040

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7th day of March, 2023 Between

NORTHEAST 7, LLC, a Florida limited liability company whose post office address is 13227 153RD ROAD NORTH, Jupiter, FL 33478 of the County of Palm Beach, State of Florida, grantor*, and

DIAMOND R FERTILIZER CO., INC., a Florida corporation whose post office address is 4100 GLADES CUT-OFF ROAD, Fort Pierce, FL 34981 of the County of Saint Lucie, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okeechobee County Florida, to-wit:

Lot 4, Block 80, OKEECHOBEE, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 5, Public Records of Okeechobee County, Florida.

Subject to restrictions, reservations and easements of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

NORTHEAST 7, LLC, a Florida limited liability company
By: William C. Kennedy and Leslie A. Kennedy, as
Trustees of the William and Leslie Kennedy Trust, as
Manager

By: William C. Kennedy
WILLIAM KENNEDY, Trustee

By: Leslie Kennedy
LESLIE KENNEDY, Trustee

Witness Name: Gabriella Trench

Witness Name: Patrick Connelly

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2023 by WILLIAM KENNEDY and LESLIE KENNEDY, Trustees of The William and Leslie Kennedy Trust as Manager of NORTHEAST 7, LLC, on behalf of the company on behalf of the company, who ☒ are personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]



Notary Public

Parcel ID Number: 3-15-37-35-0010-00800-0070

Prepared by and return to:
SUSIE BURK
Okee-Tantie Title Company, Inc.
105 NW 6th Street
Okeechobee, Florida 34972
FILE NO. 33050

FILE NUM 2014001996
OR BK 743 PG 264
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 02/26/2014 04:24:12 PM
AMT \$40,000.00
RECORDING FEES \$18.50
DEED DOC \$280.00
RECORDED BY M Pinon
Pgs 264 - 265 (2 pgs)

Warranty Deed

This Indenture, Executed this February 24, 2014 A.D. Between

RANDALL W. ELLERBEE, AN UNMARRIED MAN,

whose address is P.O. BOX 280, OKEECHOBEE, FL 34973, hereinafter called the grantor, to

DIAMOND R FERTILIZER CO, INC, A FLORIDA CORPORATION,

whose post office address is: 4100 GLADES RD, FT. PIERCE, FL 34981, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

Parcel ID Number: 3-15-37-35-0010-00800-0070

Subject to covenants, restrictions, easements of record and taxes for the current year.

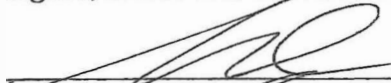
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:



Witness Printed Name **Sylvia E. Burk**



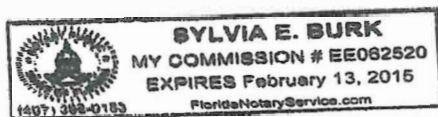
Witness Printed Name **SUE STARR**

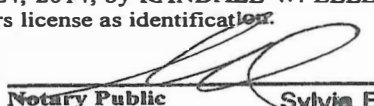


RANDALL W. ELLERBEE (Seal)
Address: P.O. BOX 280, OKEECHOBEE, FL 34973

State of Florida
County of Okeechobee

The foregoing instrument was acknowledged before me this February 24, 2014, by RANDALL W. ELLERBEE, AN UNMARRIED MAN, who is/are personally known to me or who has produced a drivers license as identification.





Notary Public **Sylvia E. Burk**
Print Name: _____

My Commission Expires _____

Exhibit "A"

LOTS 7, 8, 9 AND 10, BLOCK 80, CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. ↓

COPY

File Number: 33050

Legal Description with Non Homestead
Closer's Choice

THIS MAP WAS PREPARED FOR THE
OKEECHOBEE COUNTY PROPERTY APPRAISERS
OFFICE. IT IS NOT TO BE USED FOR ANY OTHER
PURPOSES WITHOUT THE WRITTEN PERMISSION
OF THE COUNTY PROPERTY APPRAISERS OFFICE.

OKEECHOBEE COUNTY PROPERTY APPRAISERS OFFICE



100 FOOT BUFFER

NE 3RD AVE

NE 7TH ST

NE 6TH ST

NE 4TH AVE

SUBJECT PARCELS

NE 5TH AVE

NE 6TH AVE

Petition No. _____

Affidavit Attesting to the Completeness and Accuracy of the List of Surrounding Property Owners

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of May 15, 2026 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 15th day of May, 20 26.



Signature of Applicant

May 15, 2026

Date

Jeffrey M Sumner

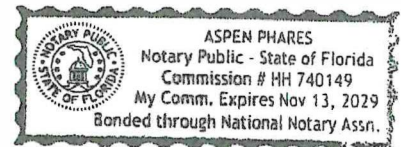
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of May, 20 26, by Jeffrey Sumner, who is personally known to me or produced as identification.
(Name of Person)

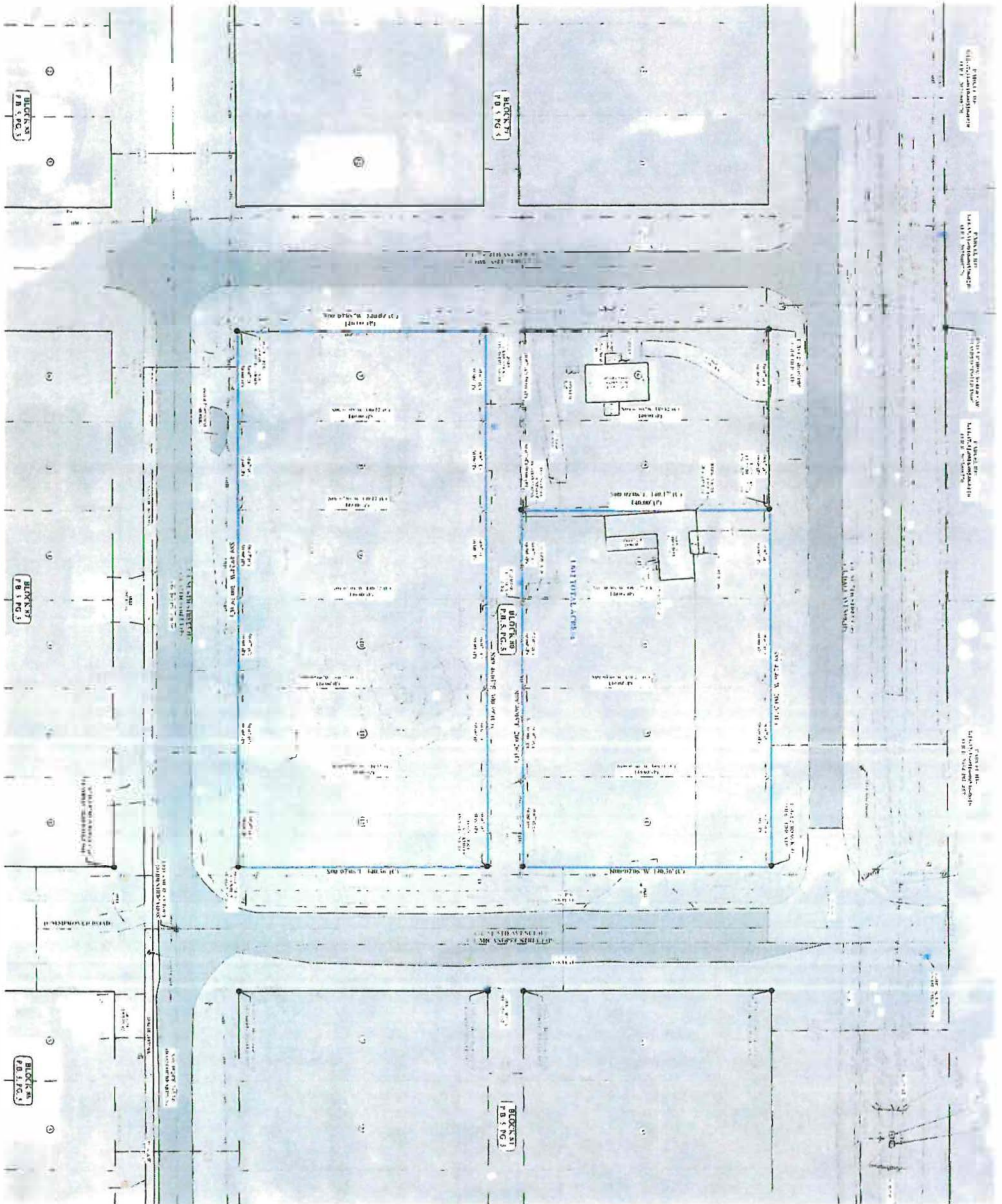


NOTARY PUBLIC SIGNATURE



PARCEL NUMBER	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
3-15-37-35-0010-00530-0010	DIAMOND R FERTILIZER CO INC		4100 GLADES ROAD		FT PIERCE	FL	34981
3-15-37-35-0010-00790-0010	BARFOOT HELEN J		608 NE 4TH AVENUE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00790-0030	COYLE WILLIAM D		306 NE 7TH ST		OKEECHOBEE	FL	34974
3-15-37-35-0010-00790-0050	JIMENEZ JUAN DIAZ	JIMENEZ ANDRES GILBERTO DIAZ	5755 NE 9TH LN		OKEECHOBEE	FL	34974
3-15-37-35-0010-00790-0070	A-PRO CONSTRUCTION		3747 NW 21ST AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00790-0090	SANDOVAL BRENDA		3747 NW 21ST AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00790-0100	RODRIGUES ROLANDO		313 NE 6TH ST		OKEECHOBEE	FL	34972-2664
3-15-37-35-0010-00790-0120	TOVAR ARGELIZ ALEJANDRO V		601 NE 4TH AVE		OKEECHOBEE	FL	34972-2651
3-15-37-35-0010-00800-0050	ARNOLD PERRY SYLVESTER JR		SELENA B TAYLOR GUARDIAN	12035 US HWY 441 SE	OKEECHOBEE	FL	34974-2024
3-15-37-35-0010-00810-0010	DIAMOND R FERTILIZER CO INC		4100 GLADES CUT-OFF RD		FORT PIERCE	FL	34981
3-15-37-35-0010-00810-0070	DIAMOND R FERTILIZER CO INC		4100 GLADES CUT-OFF RD		FORT PIERCE	FL	34981
3-15-37-35-0010-00860-0010	IGLESIA DE CRISTO EN	OKEECHOBEE INC	506 NE 6TH AVENUE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00860-0030	WIDDIFIELD KYLE S	WIDDIFIELD MERCEDES A	504 NE 6TH ST		OKEECHOBEE	FL	34972-2684
3-15-37-35-0010-00860-0050	JIMENEZ RICHARD L	JIMENEZ ANNA N	500 NE 6TH ST		OKEECHOBEE	FL	34972
3-15-37-35-0010-00860-0070	DAVENPORT GARY	DAVENPORT VICKI	501 NE 5TH ST		OKEECHOBEE	FL	34972
3-15-37-35-0010-00870-0010	GARCIA GENARO	GARCIA MARTHA E	1110 NW 6TH ST		OKEECHOBEE	FL	34972
3-15-37-35-0010-00870-0030	ENTRY MARIE	MATHIS TIFFANY F	500 NE 3RD AVE		OKEECHOBEE	FL	34972
3-15-37-35-0010-00870-0050	KAMICHOFF KAREN	SCHMIDT DAVID A (ESTATE)	2190 SE 24TH BLVD		OKEECHOBEE	FL	34974-2469
3-15-37-35-0010-00870-0070	RAULERSON DANIEL		110 NE 10TH ST		OKEECHOBEE	FL	34972-2105
3-15-37-35-0010-00870-0090	HAYNES CHARLENE WHITE		800 SW 11TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-00870-0100	HAYNES PAUL E	HAYNES CHARLENE	800 SW 11TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-00880-0010	BROWN MICHAEL G	BROWN THERESA R	PO BOX 120		OKEECHOBEE	FL	34973-0120
3-15-37-35-0010-00880-0030	HUBER WILLIAM T		310 NE 6TH ST		OKEECHOBEE	FL	34972-2665
3-15-37-35-0010-00880-0040	WILLIAMSON JOHN	RUCKS HEATHER	1200 NE 96TH ST		OKEECHOBEE	FL	34972-0505
3-15-37-35-0010-00880-0100	SATTELY JOHN II	GALASSI COURTNEY	501 NE 4TH AVE		OKEECHOBEE	FL	34972-2649

LOCATED IN SECTION 15
TOWNSHIP 37 SOUTH
RANGE 35 EAST



AC	ACETIC ACID	ACETIC ACID	ACETIC ACID
AD	ADRENAL	ADRENAL	ADRENAL
AE	AEOLIAN	AEOLIAN	AEOLIAN
AF	AFRICAN	AFRICAN	AFRICAN
AG	AGRICULTURE	AGRICULTURE	AGRICULTURE
AH	AHIM	AHIM	AHIM
AI	AIKON	AIKON	AIKON
AJ	AJON	AJON	AJON
AK	AKA	AKA	AKA
AL	ALABAMA	ALABAMA	ALABAMA
AM	AMERICAN	AMERICAN	AMERICAN
AN	ANAL	ANAL	ANAL
AO	AO	AO	AO
AP	AP	AP	AP
AQ	AQ	AQ	AQ
AR	AR	AR	AR
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EJ	EJ	EJ	EJ
EK	EK	EK	EK
EL	EL	EL	EL
EM	EM	EM	EM
EN	EN	EN	EN

MADELLA, M., J. C. SANCHEZ-ALCANTARA, J. C. VILLALBA AND R. L. FLECK. 1992. The effect of temperature on the growth of *Parachanna niloticus* (Peters, 1901) in a semi-arid region of the Yucatán Peninsula, México. *Journal of Herpetology* 26:106-112.

[illegible][illegible]

BOUNDARY & TOPOGRAPHIC SURVEY						L&S ASSOCIATES, INC.				BSM ASSOCIATES LAND SURVEYING SERVICES	
NE 5TH AVENUE KEECHOBEE, FLORIDA 34972						ALTA: 35-029					
FILE #		FBI #		DATE		TYPED BOUNDARY SURVEY		TITLE			
OFF FGD				06-27-26							
CUTO REM		SHEET 1 OF 1		DWG#23-224 SURVEY(2)		DATE		REVISIONS		BY	



APPENDIX B-1
ITE FITTED CURVES

Single-Family Detached Housing (210)

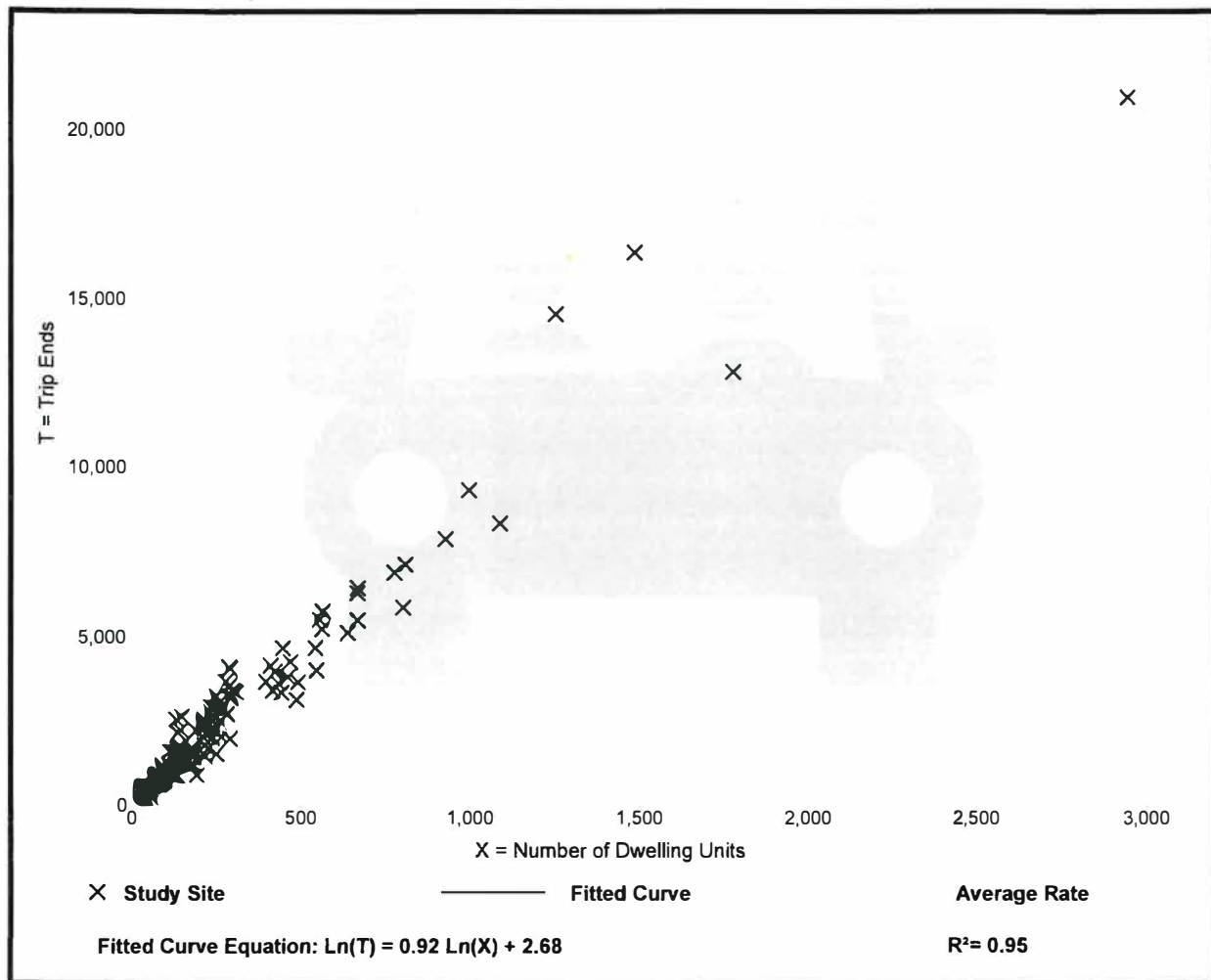
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 192

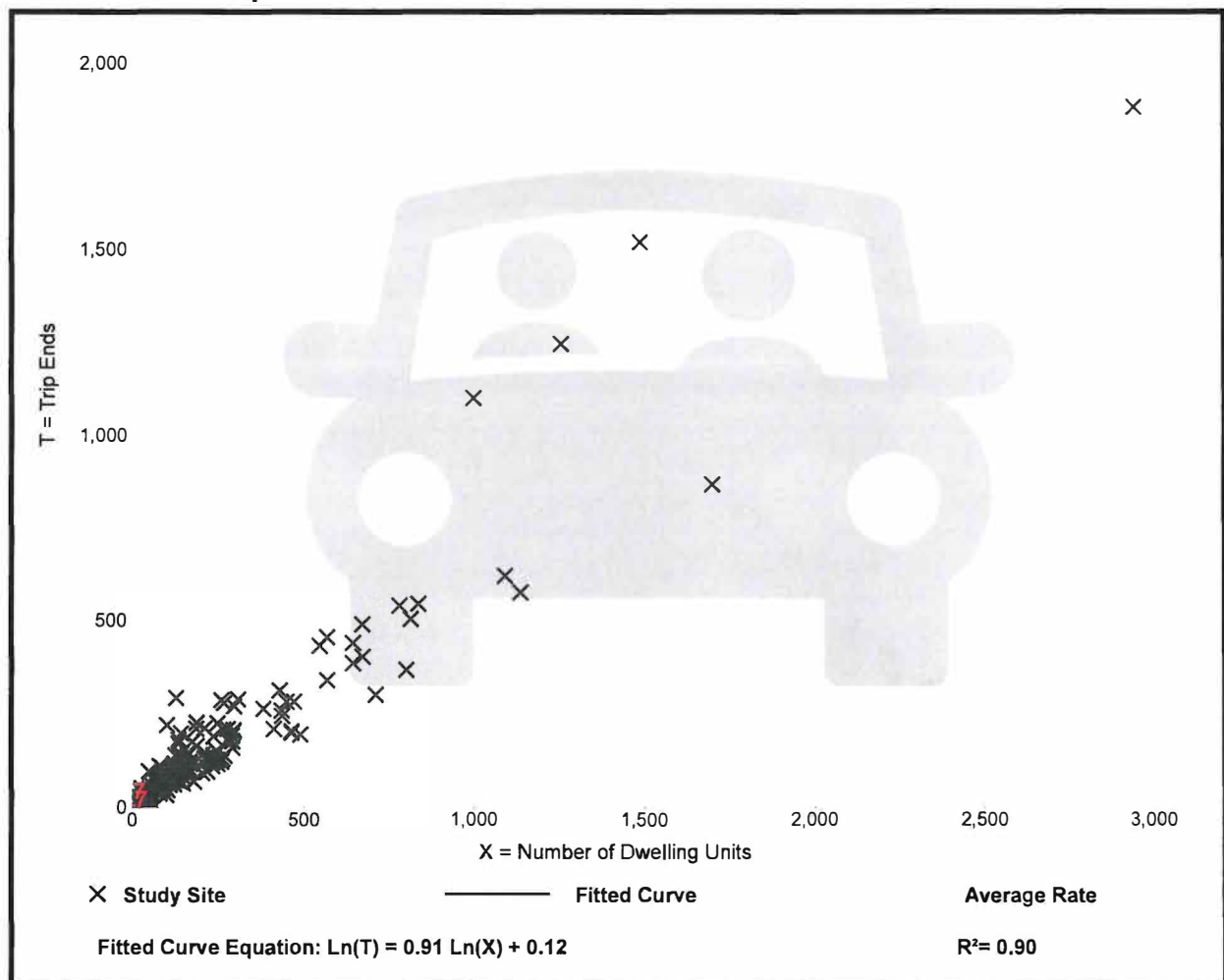
Avg. Num. of Dwelling Units: 226

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 208

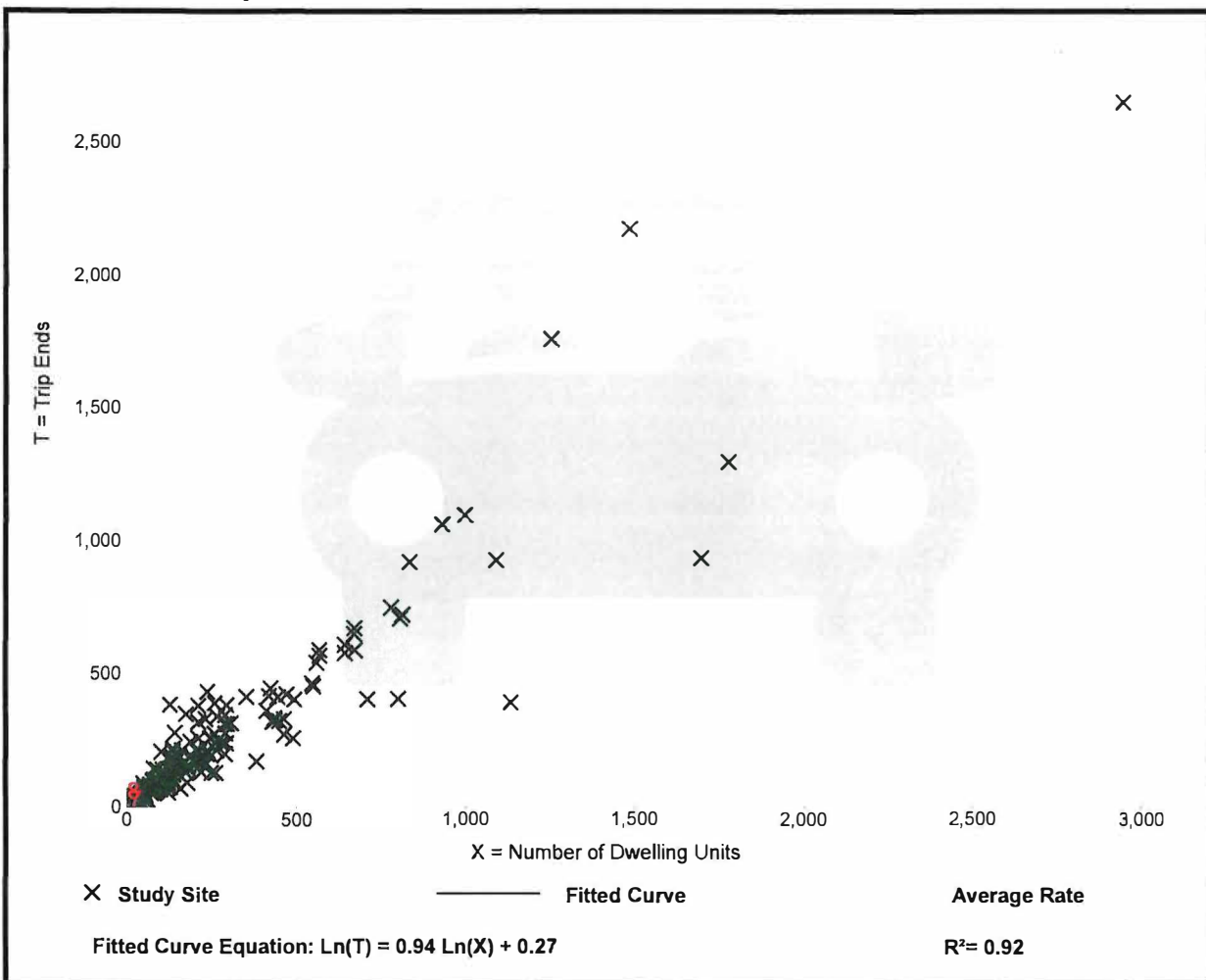
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



General Light Industrial (110)

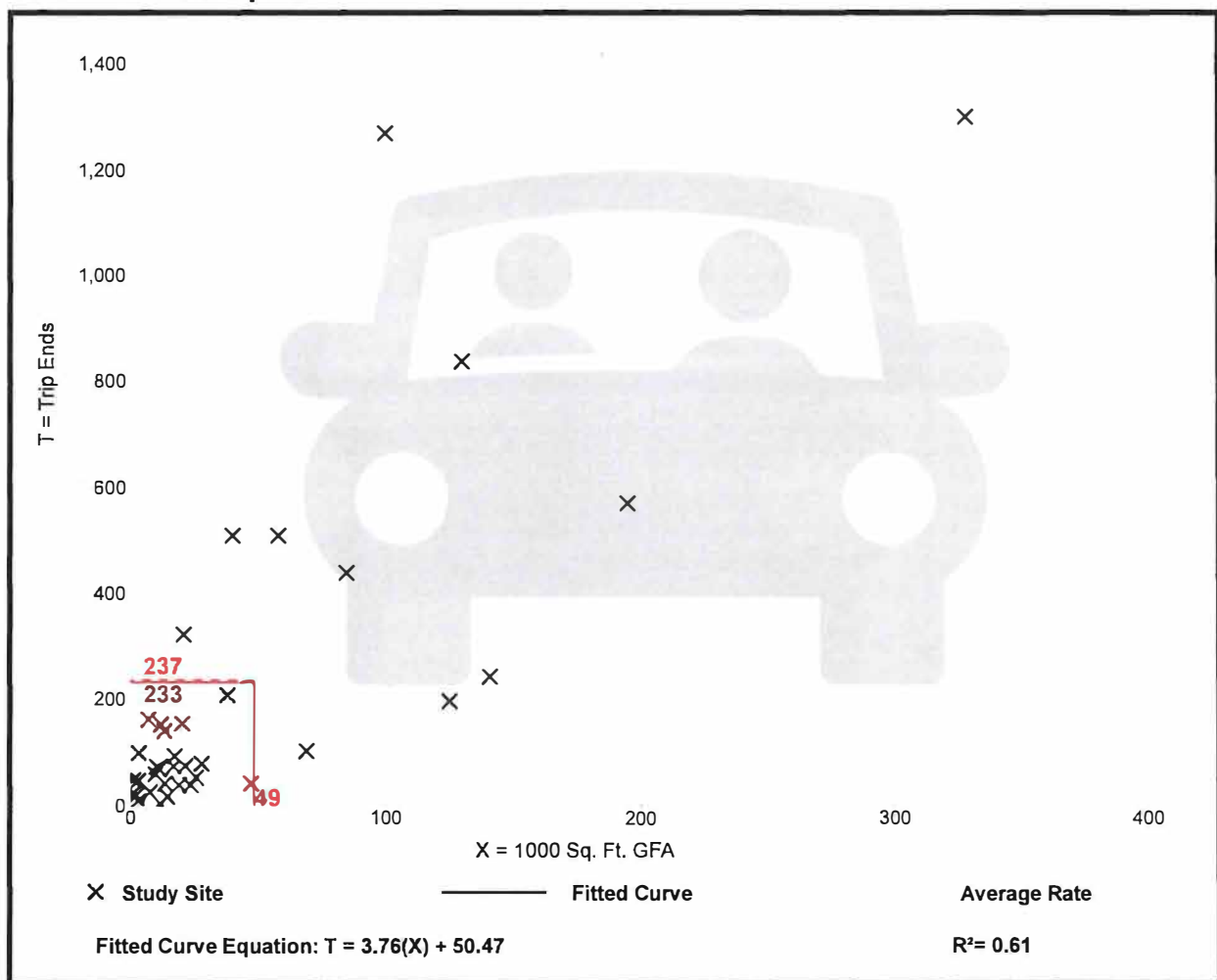
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



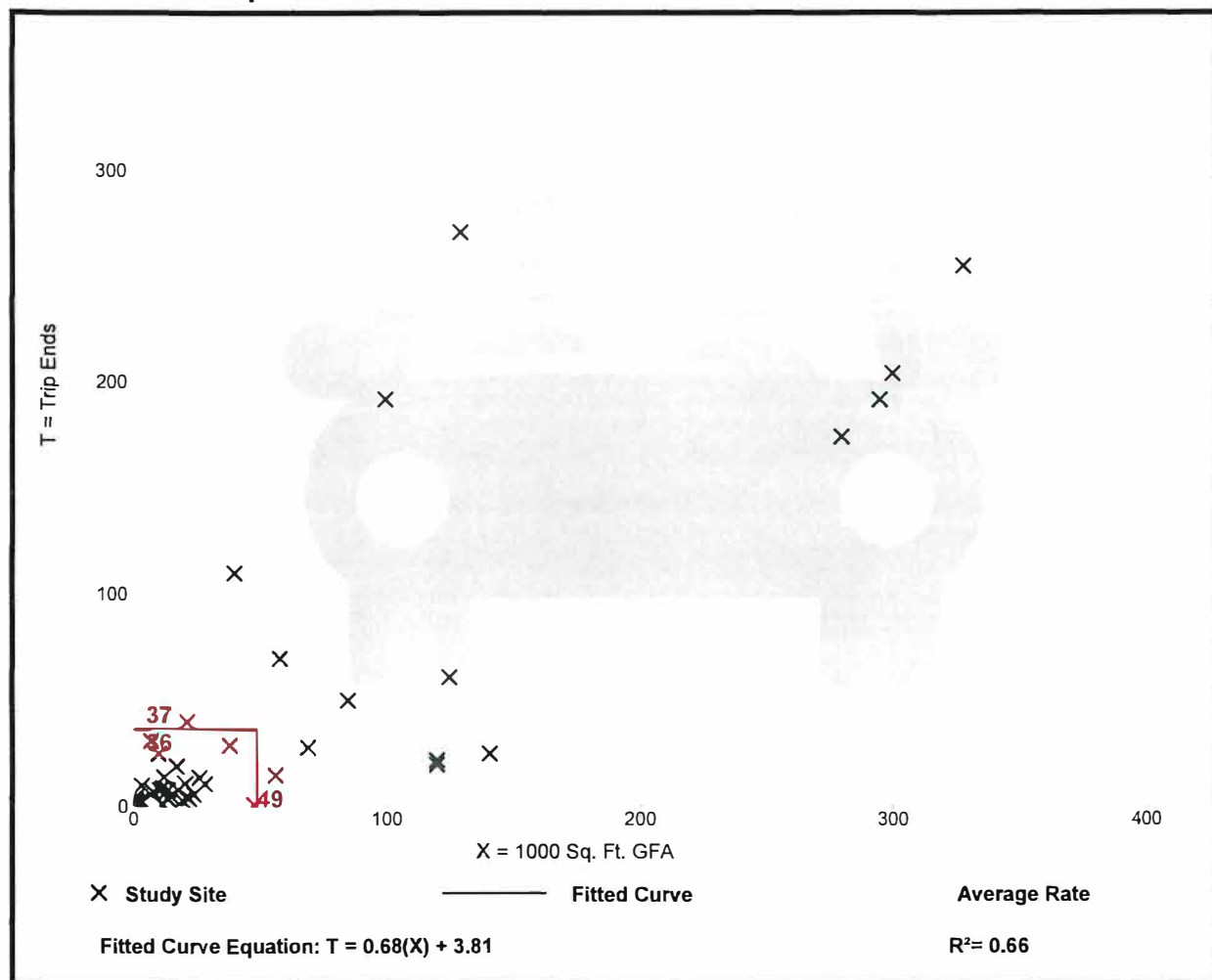
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 41
 Avg. 1000 Sq. Ft. GFA: 65
 Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



General Light Industrial

(110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 40

Avg. 1000 Sq. Ft. GFA: 58

Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation

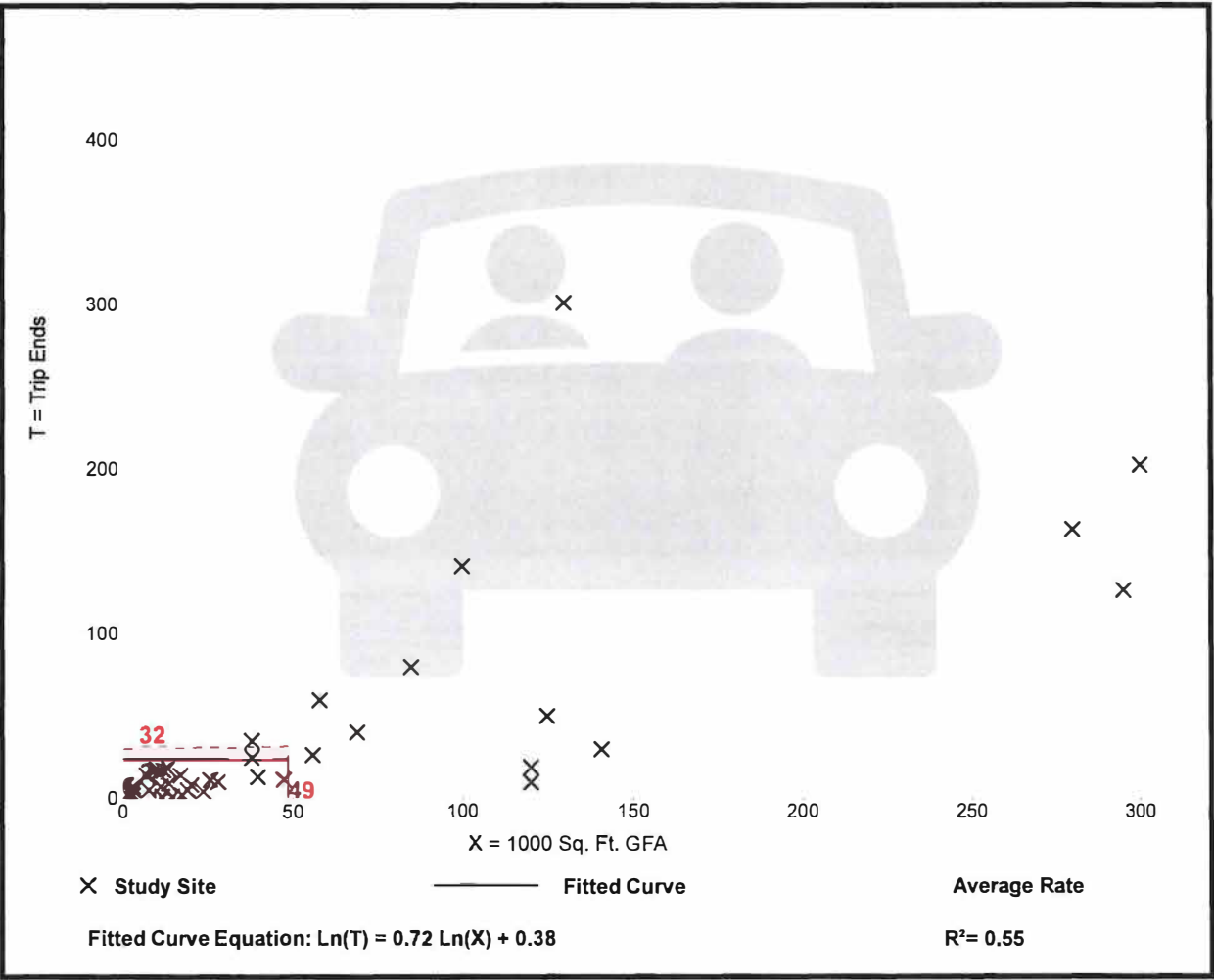


EXHIBIT C-2 SOILS MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Basinger fine sand, 0 to 2 percent slopes	2.6	1.4%
6	Manatee loamy fine sand, frequently ponded, 0 to 1 percent slopes	48.2	25.2%
11	Immokalee fine sand, 0 to 2 percent slopes	140.7	73.4%
Totals for Area of Interest		191.6	100.0%



Sumner Engineering & Consulting, Inc.
Agriculture, Civil, Land & Water Resources

410 NW 2ND STREET
Okeechobee, FL 34972

863.763.9474



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-9812
www.cityofokeechobee.com
Office of the City Administrator

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Vice Mayor Monica Clark
Noel Chandler
Bob Jarriel
David McAuley

City Council Regular Meeting Agenda Item

Subject: Agreement with Proctor Construction Company, LLC

Date: September 21, 2026

From: Denise Whitehead, City Administrator

Background:

On May 5, 2026, the City signed a grant agreement with the Department of Financial Services through the Division of State Fire Marshal (FM#1252) to renovate the exterior of the Public Safety Building in the amount of \$2,000,000.00.

The City has received an agreement from Proctor Construction Company, LLC which is the same company who hardened City Hall.

The City Administrator recommends the City Council authorize the Mayor to execute the agreement with Proctor Construction Company, LLC to harden the Public Safety Building in the amount of \$687,430.00 not to exceed \$703,157.00

AIA® Document A141® – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the third day of March in the year two thousand twenty-six (the “Agreement”)
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Okeechobee Public Safety Repairs
55 SE 3rd Avenue
Okeechobee, FL 34974

THE OWNER:
(Name, legal status and address)

City of Okeechobee
General Services Department
55 SE 3rd Avenue, Room 101
Okeechobee, FL 34974

THE DESIGN-BUILDER:
(Name, legal status and address)

Proctor Construction Company, LLC (Florida Limited Liability Company)
2050 US-1 Suite 200
Vero Beach, FL 32960

The Owner and Design-Builder hereby amend the Agreement as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section A.1.2 below

☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2.1 The Stipulated Sum shall be ~~(\$ -)~~, subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

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User Notes:

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Ten Percent (10%)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Seven Hundred Three Thousand One Hundred Fifty-Seven Dollars (\$ 703,157.), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. *(Insert specific provisions if the Design-Builder is to participate in any savings.)*

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

Reference Contract Exhibit Titled – Schedule of Values

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Not Applicable

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference Contract Exhibit Titled – Assumptions & Clarifications

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the first day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the fifteenth day of the samemonth. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

In any conflict with another Design-Build Document, the parties shall confer in good faith to resolve the conflict, and in no event shall the Owner be required to pay later than the period permitted under the Florida Local Government Prompt Payment Act.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

- ~~4~~ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- ~~2~~ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

- 2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- 2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 Add the Design-Builder's Fee, less retainage of five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of five percent (5 %) from that portion of the Work that the Design-Builder self-performs;
- 5 Subtract the aggregate of previous payments made by the Owner;
- 6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than Ninety-Three days (93) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Design-Builder shall achieve Substantial Completion within ninety-three (93) calendar days after the Commencement Date, subject to authorized adjustments. The Commencement Date is the date stated in the Owner's written Notice to Proceed, which shall not be earlier than the date on which: (a) permits sufficient to begin the Work have been issued, provided the Design-Builder timely submitted a complete application and responded to comments; (b) the Owner has provided the access, work areas, information, decisions, and Owner-furnished items then required; and (c) the Design-Builder has furnished required bonds and insurance. Notwithstanding the foregoing, the Owner shall issue a limited notice to proceed authorizing submittal and procurement of the windows and walkways before the Commencement Date. The Commencement Date shall not occur earlier than thirty (30) calendar days after the Design-Builder receives final written approval of all required window and walkway submittals and Owner selections and written authorization to release those items for fabrication. The parties acknowledge an anticipated eight (8)-week manufacturer lead time after final approval and release. The Contract Time assumes the foregoing thirty (30)-day advance procurement period and delivery in accordance with the procurement schedule. Any delay in approval, release, fabrication, or delivery beyond that schedule, to the extent not caused by the Design-Builder, shall entitle the Design-Builder to an equitable adjustment of the Contract Time and, to the extent such delay causes additional cost, the Contract Sum. Execution or dating of the Agreement or Amendment alone does not commence the Contract Time. A limited notice to proceed for procurement or design does not commence the ninety-three (93)-day construction period.

§ A.2.3 If the Design-Builder fails to achieve Substantial Completion within the Contract Time, as properly adjusted, due to unexcused critical-path delay attributable to the Design-Builder or persons for whom it is responsible, the Design-Builder shall pay liquidated damages of \$1,185 per calendar day. Liquidated damages do not accrue for excusable delay or for any day of concurrent critical-path delay caused by the Owner or persons for whom the Owner is responsible. They cease upon Substantial Completion or the Owner's beneficial occupancy of the affected Work, whichever occurs first. Liquidated damages are the Owner's sole and exclusive monetary remedy for delay in

Substantial Completion; no actual, consequential, administrative, lost-use, or similar delay damages may be recovered in addition.

§A.2.4 For each critical-path day of delay caused by an act or omission of the Owner, the Owner's consultants, separate contractors, delayed access, untimely decision, Owner-furnished item, or other matter for which the Owner is responsible, and not caused by the Design-Builder or persons for whom it is responsible, the Contract Time shall be extended and the GMP shall be increased by \$1,185 per calendar day for extended general conditions, plus documented direct impact costs, escalation, demobilization/remobilization, design and consultant costs, and Contractor pass-through costs, with the agreed Fee. The Design-Builder shall provide notice under Article 14 and reasonably mitigate; failure to give notice bars recovery only to the extent the Owner proves material prejudice. Any no-damages-for-delay or similar limitation elsewhere in the Design-Build Documents does not apply to this Section. Neither party receives daily damages for the same concurrent-delay day unless responsibility can be apportioned.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Reference Contract Exhibit Titled – Contract Drawings

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Reference Contract Exhibit Titled – Contract Drawings

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures;

implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title
Not Applicable

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Reference Contract Exhibit Titled – Schedule of Values

.2 Contingencies

Reference Contract Exhibit Titled – Schedule of Values

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Reference Contract Exhibit Titled – Assumptions & Clarifications

The final, dated, and executed Assumptions & Clarifications is an agreed adjustment to the Owner's Criteria and Design-Build Documents and governs as to scope inclusions, exclusions, allowances, substitutions, pricing assumptions, and logistics. Specific negotiated terms govern over general or preprinted terms. Notwithstanding the foregoing, the Assumptions and Clarifications govern only as to scope inclusions, exclusions, allowances, substitutions, and pricing assumptions, and do not modify legal rights, audit rights, payment procedures, claims procedures, or dispute resolution provisions established in the Agreement or Design-Build Amendment, which shall govern as to those subjects in all events. The Contract Document Index attached hereto identifies all incorporated documents. No 'more stringent requirement' or cumulative-scope rule applies to a conflict. The documents incorporated into the Agreement are limited to the exact titles, dates, revision numbers, and pages listed in an attached Contract Document Index. Oral directions and documents not listed in that index do not change the Work." For the avoidance of doubt, retainage rates, retainage applicability, and the exclusivity of any retainage provision are payment procedure subjects governed by the Agreement and Design-Build Amendment, not scope, pricing, or logistics subjects governed by the Assumptions and Clarifications.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

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User Notes:

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(Identify name, title and contact information.)

.1 Assistant Superintendent

Kyle Moody

.2 Assistant Project Manager

TJ Donahue

.3 Others

1. Project Executive – Todd Krajewski
2. Project Administrator – Monica Arbuz

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

All applicable construction trades shall be retained by Design-Builder.

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
Project Executive	Part-time	Reference Contract	Reference Contract
Assistant Manager	Part-time	Exhibit Titled - Labor	Exhibit Titled - Labor
Assistant Superintendent	Full-time	Rates	Rates
Project Administrator	Part-time		

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent.

However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;

- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to

furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Dowling R. Watford, Jr., Mayor

(Printed name and title)


DESIGN/BUILDER (Signature)

BY: John Granath, President / COO

(Printed name and title)

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Stephen Conteaguero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

2050 US-1 Suite 200
Vero Beach, FL 32960

Additions and Deletions Report for AIA® Document A141® – 2024

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:50:32 EDT on 09/01/2026.

PAGE 1:

~~AGREEMENT made as of the day of in the year~~

~~(In words, indicate day, month, and year.)~~

~~BETWEEN the Owner:~~

~~(Name, legal status, address, and other information)~~

~~and the Design Builder:~~

~~(Name, legal status, address, and other information)~~

~~for the following Project:~~

~~(Name, location, and detailed description)~~

~~The~~

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder agree as follows:

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2 _____ COMPENSATION AND PROGRESS PAYMENTS

3 _____ GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

4 _____ WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

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A	INSURANCE AND BONDS
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C	SUSTAINABLE PROJECTS EXHIBIT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

§ 1.1.2 The Owner's design requirements for the Project:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Project's physical characteristics:

(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site

requirements; etc.)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®-2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design-Build Amendment. If known, include a line-item breakdown of costs.)

§ 1.1.7 The Owner's anticipated design and construction milestones:

1. _____ Design-Builder's Proposal submission date:

2. _____ Construction commencement date:

3. _____ Substantial Completion date or dates:

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4. _____ Other milestone dates:

(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:

(List name, legal status, address and other information.)

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:

(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address, and other information.)

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:

(List name, address, and other information.)

.1 _____ Land Surveyor:

.2 _____ Geotechnical Engineer:

.3 _____ Other consultants:

(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

.4 _____ Separate Contractors:

(List any Separate Contractors to be retained by the Owner.)

§ 1.2.3 The Design-Build identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Build shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:

(List name, discipline, address, and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Build's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:

(Check the appropriate box.)

☐ _____ Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

☐ _____ Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.

(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Build do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ _____ Arbitration pursuant to Section 15.4

☐ _____ Litigation in a court of competent jurisdiction

☐ _____ Other: (Specify)

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

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§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Build. The Design-Build is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Build" means the Design-Build or the Design-Build's authorized representative.

§ 1.4.12 Work. "Work" means the (a) services required of the Design-Build prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. "Design Services" are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Build's obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Build.

§ 1.4.12.2 Construction Work. "Construction Work" is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Build to fulfill the Design-Build's obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. "Early Release Work" is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Build to commence before the parties execute the Design-Build Amendment.

§ 1.4.14 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Build, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

§ 1.4.15.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Build may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Build shall execute a Modification to adjust the Project schedule, the Design-Build's services, and the Design-Build's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

ARTICLE 2 – COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.) dated the third day of March in the year two thousand twenty-six (the "Agreement")

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Okeechobee Public Safety Repairs
55 SE 3rd Avenue
Okeechobee, FL 34974

THE OWNER:

(Name, legal status and address)

City of Okeechobee
General Services Department
55 SE 3rd Avenue, Room 101
Okeechobee, FL 34974

THE DESIGN-BUILDER:

(Name, legal status and address)

Proctor Construction Company, LLC (Florida Limited Liability Company)

2050 US-1 Suite 200
Vero Beach, FL 32960

The Owner and Design-Builder hereby amend the Agreement as follows.

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TABLE OF ARTICLES

Additions and Deletions Report for AIA Document A141 – 2024. Copyright © 2004, 2014, and 2024. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:50:32 EDT on 09/01/2026 under Subscription No.20250105016 which expires on 02/25/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

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A.1 _____ CONTRACT SUM

A.2 _____ CONTRACT TIME

A.3 _____ INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 _____ DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 _____ COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☐ _____ Stipulated Sum, in accordance with Section A.1.2 below

☐ _____ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

.1 _____ Transportation and authorized out-of-town travel and subsistence;

.2 _____ Dedicated data and communication services, teleconferences, and Project web sites and cloud services;

.3 _____ Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 _____ Printing, reproductions, plots, and standard form documents;

.5 _____ Postage, handling, and delivery;

.6 _____ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 _____ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 _____ All taxes levied on professional services and on reimbursable expenses; and

~~9~~ Other Project-related expenditures, if authorized in advance by the Owner.

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~~§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus percent (~~-~~ %) of the expenses incurred.~~

~~§ 2.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.~~

~~§ 2.1.4 Additional Services. With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include~~

~~1) services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;~~

~~2) services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;~~

~~3) changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and~~

~~4) services necessitated by a failure to complete the services under Article 4 within (~~-~~) months of the date of this Agreement through no fault of the Design-Builder.~~

~~§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:~~

~~(Insert amount of, or basis for, compensation.)~~

~~§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment~~

~~§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's invoice.~~

~~§ 2.1.5.1.1 Amounts unpaid (~~-~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~0/-~~

~~§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.~~

~~§ 2.2 Payment for Early Release Work~~

~~For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.~~

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

§ 2.3.2 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

.1 _____ Insert the monetary amount of liquidated damages, if any, to be assessed:

(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

.2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:

.3 _____ Insert the limit, if any, on the total amount of liquidated damages:

.4 _____ Insert any other terms for liquidated damages:

ARTICLE 3 – GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

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The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees,

Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

1. _____ Work completed for the period;
2. _____ Project schedule status;
3. _____ Submittal schedule and status report, including a summary of outstanding Submittals;
4. _____ Requests for information to be provided by the Owner, including those that are outstanding;
5. _____ Approved Change Orders and Change Directives;
6. _____ Pending Change Order and Change Directive status reports;
7. _____ Tests and inspection reports;
8. _____ Status report of Work rejected by the Owner;
9. _____ Status of submissions and approvals required by authorities having jurisdiction over the Project;
10. _____ Status of Claims previously submitted in accordance with Article 15;
11. Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
12. _____ Current Project cash-flow and forecast reports;
13. A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
14. _____ Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work.

The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

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§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or

14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and

2.assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141®-2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

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§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

1.A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;

2.Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;

3.Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations

to adjust the Owner's Criteria to conform to the Owner's program functions;

~~.4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;~~

~~.5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;~~

~~.6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design-Build Amendment;~~

~~.7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;~~

~~.8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;~~

~~.9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and~~

~~.10 _____ The following:~~

~~(List additional information, if any, to be included in the Design-Builder's written report.)~~

§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

~~.1 _____ Confirmation of the allocations of program functions;~~

~~.2 _____ Site plan;~~

~~.3 _____ Building plans, sections, and elevations;~~

~~.4 _____ Structural system;~~

~~.5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and~~

~~.6 _____ Outline specifications or sufficient drawing notes describing construction materials.~~

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

- .1 _____ A list of the Drawings and Specifications, including all Addenda thereto;
- .2 _____ A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;

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§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

.3A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;

.4The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;

.5The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;

.6 _____ A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and

.7 _____ A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 5—WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction

Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

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§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

1 Shop Drawings. Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other

details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2Product Data. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.

3Samples. Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of

Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

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§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

§ 5.3.3.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address, and other information.)

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities

and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.6 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Construction Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

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The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 5.8 Allowances

§ 5.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.8.2 Unless otherwise provided in the Design-Build Documents,

.1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and

Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

§ 5.8.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 These portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

§ 5.10 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.11 Cutting and Patching

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§ 5.12 Cleaning Up

§ 5.12.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.12.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.13 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 5.14 Construction Work by Owner or by Separate Contractors

§ 5.14.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 5.14.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean-Up

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

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ARTICLE 6 – CHANGES IN THE WORK

§ 6.1 General

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 _____ The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 _____ The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following

methods:

- ~~.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;~~
- ~~.2 _____ Unit prices stated in the Design-Build Documents or subsequently agreed upon;~~
- ~~.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or~~
- ~~.4 _____ As provided in Section 6.3.4.~~

~~§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:~~

- ~~.1 _____ Additional costs of professional services;~~
- ~~.2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;~~
- ~~.3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;~~
- ~~.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;~~
- ~~.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and~~
- ~~.6 _____ Costs of supervision and field office personnel directly attributable to the change.~~

~~§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.~~

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~~§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.~~

~~§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.~~

~~§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the~~

Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141-2024 Exhibit C, attached to this Agreement.

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141-2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

§ 7.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

§ 7.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.2.9 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to

provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

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Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for

Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

ARTICLE 8 – TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 – PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

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§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

~~§ 9.2.2 The Control Estimate shall include:~~

- ~~.1 _____ The documents enumerated in Article 17, including all Modifications thereto;~~
- ~~.2A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;~~
- ~~.3A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;~~
- ~~.4A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~.5A list of any contingency amounts included in the Control Estimate for further development of design and construction;~~

~~§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.~~

~~§ 9.3 Applications for Payment~~

~~§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.~~

~~§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.~~

~~§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.~~

~~§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~

~~§ 9.4 Certificates for Payment~~

~~The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.~~

~~§ 9.5 Decisions to Withhold Certification~~

~~§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of~~

~~.1 ————— Failure to perform Work in accordance with the Design-Build Documents;~~

~~.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;~~

~~.3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;~~

~~.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;~~

~~.5 ————— Damage to the Owner or a Separate Contractor; or~~

~~.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.~~

~~§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.~~

~~§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.~~

~~§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.~~

~~§ 9.6 Progress Payments~~

~~§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.~~

~~§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be~~

a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

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§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

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§ 9.10.3 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

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§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- ~~.1 ———~~ liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- ~~.2 ———~~ failure of the Work to comply with the requirements of the Design-Build Documents;
- ~~.3 ———~~ terms of special warranties required by the Design-Build Documents; or
- ~~.4 —~~ audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

~~§ 9.10.5~~ Acceptance of final payment by the Design-Builders shall constitute a waiver of claims by the Design-Builders except those previously made in writing and identified by the Design-Builders as unsettled at the time of final Application for Payment.

~~§ 9.11~~ Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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~~ARTICLE 10~~ PROTECTION OF PERSONS AND PROPERTY

~~§ 10.1~~ Safety Precautions and Programs

The Design-Builders shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

~~§ 10.2~~ Safety of Persons and Property

~~§ 10.2.1~~ The Design-Builders shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

- ~~.1 —~~ employees and persons performing the Construction Work and others who may be affected thereby;
- ~~.2~~ the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builders, a Subcontractor, or any other person or entity; and
- ~~.3~~ other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

~~§ 10.2.2~~ The Design-Builders shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

~~§ 10.2.3~~ The Design-Builders shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

~~§ 10.2.4~~ When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builders shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 11—INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may

obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to

requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 12—UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work

§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

§ 12.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 12.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

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§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 – COPYRIGHTS AND LICENSES

§ 13.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common-law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 13.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

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§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14—TERMINATION OR SUSPENSION

§ 14.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 14.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' notice.

§ 14.1.4 Either party may terminate this Agreement upon not less than seven days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 14.1.5 The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 14.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1 _____ Termination Fee:

2 _____ Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 14.2.1 Termination by the Design-Builder

§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause

~~§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:~~

~~.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;~~

~~.2 _____ repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~

~~.3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;~~

~~.4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;~~

~~.5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~

~~.6 _____ is otherwise in breach of a material provision of the Design-Build Documents.~~

~~§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:~~

~~.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;~~

~~.2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and~~

~~.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing~~

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.~~

~~§ 14.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.~~

§ 14.2.3 Suspension by the Owner for Convenience

~~§ 14.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.~~

~~§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

~~.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or~~

~~.2 _____ that an equitable adjustment is made or denied under another provision of the Contract.~~

~~§ 14.2.4 Termination by the Owner for Convenience~~

~~§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.~~

~~§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Build shall~~

~~1 _____ cease operations as directed by the Owner in the notice;~~

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~~2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,~~

~~3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.~~

~~§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Build for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.~~

~~ARTICLE 15 CLAIMS AND DISPUTES~~

~~§ 15.1 Claims~~

~~§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Build arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

~~§ 15.1.2 Time Limits on Claims. The Owner and Design-Build shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Build waive all claims and causes of action not commenced in accordance with this Section 15.1.2.~~

~~§ 15.1.3 Notice of Claims~~

~~§ 15.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Build must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

~~§ 15.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Build that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.~~

~~§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Design-Build shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.~~

~~§ 15.1.5 Claims for Additional Cost. If the Design-Build wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under~~

Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

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§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Project Neutral

§ 15.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-

Builder shall share the expense of the Project Neutral.

§ 15.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 15.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 15.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

§ 15.2.2.5 Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

§ 15.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 15.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

§ 15.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.3 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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§ 15.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 15.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either Party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

§ 15.3.4 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 15.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 16.2 Successors and Assigns

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 16.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

§ 16.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

§ 16.4 Rights and Remedies

§ 16.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 16.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 16.5 Tests and Inspections

§ 16.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment. A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Ten Percent (10%)

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§ 16.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 16.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 16.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 16.6 Confidential Information A.1.4.3 Guaranteed Maximum Price

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that

"confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information:

1. in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;
2. already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;
3. obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
4. that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

1 AIA Document A141® - 2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

2 _____ AIA Document A141® - 2024, Exhibit A, Insurance and Bonds

3 _____ AIA Document A141® - 2024, Exhibit B, Design-Build Amendment, if executed

4 _____ AIA Document A141® - 2024, Exhibit C, Sustainable Projects Exhibit, if completed

5 _____ Other documents, if any, listed below:

This A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Seven Hundred Three Thousand One Hundred Fifty-Seven Dollars (\$ 703,157.), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

Reference Contract Exhibit Titled – Schedule of Values

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Not Applicable

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference Contract Exhibit Titled – Assumptions & Clarifications

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make

progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the first day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the fifteenth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

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In any conflict with another Design-Build Document, the parties shall confer in good faith to resolve the conflict, and in no event shall the Owner be required to pay later than the period permitted under the Florida Local Government Prompt Payment Act.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

.1Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

.2Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

.2Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3Add the Design-Builder's Fee, less retainage of five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4Subtract retainage of five percent (5 %) from that portion of the Work that the Design-Builder self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

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§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than Ninety-Three days (93) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Design-Builder shall achieve Substantial Completion within ninety-three (93) calendar days after the Commencement Date, subject to authorized adjustments. The Commencement Date is the date stated in the Owner's written Notice to Proceed, which shall not be earlier than the date on which: (a) permits sufficient to begin the Work have been issued, provided the Design-Builder timely submitted a complete application and responded to comments; (b) the Owner has provided the access, work areas, information, decisions, and Owner-furnished items then required; and (c) the Design-Builder has furnished required bonds and insurance. Notwithstanding the foregoing, the Owner shall issue a limited notice to proceed authorizing submittal and procurement of the windows and walkways before the Commencement Date. The Commencement Date shall not occur earlier than thirty (30) calendar days after the Design-Builder receives final written approval of all required window and walkway submittals and Owner selections and written authorization to release those items for fabrication. The parties acknowledge an anticipated eight (8)-week manufacturer lead time after final approval and release. The Contract Time assumes the foregoing thirty (30)-day advance procurement period and delivery in accordance with the procurement schedule. Any delay in approval, release, fabrication, or delivery beyond that schedule, to the extent not caused by the Design-Builder, shall entitle the Design-Builder to an equitable adjustment of the Contract Time and, to the extent such delay causes additional cost, the Contract Sum. Execution or dating of the Agreement or Amendment alone does not commence the Contract Time. A limited notice to proceed for procurement or design does not commence the ninety-three (93)-day construction period.

§A.2.3 If the Design-Builder fails to achieve Substantial Completion within the Contract Time, as properly adjusted, due to unexcused critical-path delay attributable to the Design-Builder or persons for whom it is responsible, the Design-Builder shall pay liquidated damages of \$1,185 per calendar day. Liquidated damages do not accrue for excusable delay or for any day of concurrent critical-path delay caused by the Owner or persons for whom the Owner is responsible. They cease upon Substantial Completion or the Owner's beneficial occupancy of the affected Work, whichever occurs first. Liquidated damages are the Owner's sole and exclusive monetary remedy for delay in Substantial Completion; no actual, consequential, administrative, lost-use, or similar delay damages may be recovered in addition.

§A.2.4 For each critical-path day of delay caused by an act or omission of the Owner, the Owner's consultants, separate contractors, delayed access, untimely decision, Owner-furnished item, or other matter for which the Owner is responsible, and not caused by the Design-Builder or persons for whom it is responsible, the Contract Time shall be extended and the GMP shall be increased by \$1,185 per calendar day for extended general conditions, plus documented direct impact costs, escalation, demobilization/remobilization, design and consultant costs, and Contractor pass-through costs, with the agreed Fee. The Design-Builder shall provide notice under Article 14 and reasonably mitigate; failure to give notice bars recovery only to the extent the Owner proves material prejudice. Any no-damages-for-delay or similar limitation elsewhere in the

Design-Build Documents does not apply to this Section. Neither party receives daily damages for the same concurrent-delay day unless responsibility can be apportioned.

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Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Reference Contract Exhibit Titled – Contract Drawings

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Reference Contract Exhibit Titled – Contract Drawings

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Not Applicable

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

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Reference Contract Exhibit Titled – Schedule of Values

.2 Contingencies

Reference Contract Exhibit Titled – Schedule of Values

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Reference Contract Exhibit Titled – Assumptions & Clarifications

The final, dated, and executed Assumptions & Clarifications is an agreed adjustment to the Owner's Criteria and Design-Build Documents and governs as to scope inclusions, exclusions, allowances, substitutions, pricing assumptions, and logistics. Specific negotiated terms govern over general or preprinted terms. Notwithstanding the foregoing, the Assumptions and Clarifications govern only as to scope inclusions, exclusions, allowances, substitutions, and pricing assumptions, and do not modify legal rights, audit rights, payment procedures, claims procedures, or dispute resolution provisions established in the Agreement or Design-Build Amendment, which shall govern as to those subjects in all events. The Contract Document Index attached hereto identifies all incorporated documents. No 'more stringent requirement' or cumulative-scope rule applies to a conflict. The documents incorporated into the Agreement are limited to the exact titles, dates, revision numbers, and pages listed in an attached Contract Document Index. Oral directions and documents not listed in that index do not change the Work." For the avoidance of doubt, retainage rates, retainage applicability, and the exclusivity of any retainage provision are payment procedure subjects governed by the Agreement and Design-Build Amendment, not scope, pricing, or logistics subjects governed by the Assumptions and Clarifications.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Assistant Superintendent

Kyle Moody

.2 Assistant Project Manager

TJ Donahue

.3 Others

1. Project Executive – Todd Krajewski

2. Project Administrator – Monica Arbuz

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

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All applicable construction trades shall be retained by Design-Builder.

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included

Status (full-time/part-time)

Rate (\$0.00)

Rate (unit of time)

Part-time

Part-time

Full-time

Reference Contract Exhibit Titled - Labor Rates

Reference Contract Exhibit Titled - Labor Rates

Project Executive

Assistant Manager

Assistant Superintendent

Project Administrator

Part-time

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

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§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

.1Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

.2 Expenses of the Design-Builder's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

.4The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

.5Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Section A.5.1; and

.7Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

BY: Dowling R. Watford, Jr., Mayor

BY: John Granath, President / COO

2050 US-1 Suite 200
Vero Beach, FL 32960

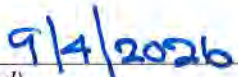
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Granath, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:50:32 EDT on 09/01/2026 under Order No. 20250105016 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

Omroepchase Public Safety Building 8.10.26 1 C. BE MR w PP Rand TC

CSI code	Description	Qty	Unit	\$/unit	\$/line item	\$/Division	Remarks	\$/GSF	\$/SF a/c
Division 10									
10 00 00	Specialties								
	Dispers & Signs	All of Division 10	8,972	est	0.00	0		0.00	0.00
10 10 00	Signage (new by entrance)		1	ls	250.00	250		0.03	0.03
10 10 00	Storm, Rain & Sun Protection								
10 73 16	Canopies by entrance		500	sf	95.00	47,500	Macy Construction Corp	5.29	5.29
01 78 33	Bonds		47,750	\$	0.00%	0		0.00	0.00
	Division 10		6.32	\$/est		47,750		6.32	6.32
Division 23									
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)								
	HVAC Equipment	All of Division 23	8,972	sf a/c	0.00	0		0.00	0.00
23 00 00	HVAC Equipment (relocate existing condensers to ground)		2	ea	4,600.00	9,200	Okeechobee Air	1.03	1.03
01 78 33	Bonds		9,200	\$	0.00%	0		0.00	0.00
	Division 23		1.03	\$/est		9,200		1.03	1.03
Division 26									
26 00 00	Electrical								
	Electrical Installations	All of Division 26	8,972	est	0.00	0		0.00	0.00
26 00 00	All electrical installations (condenser relocation)		1	ls	4,500.00	4,500	TNA Electric	0.51	0.51
01 78 33	Bonds		4,500	\$	0.00%	0		0.00	0.00
	Division 26		0.51	\$/est		4,500		0.51	0.51
Division 32									
32 00 00	Exterior Improvements								
	Landscaping	All of Division 32	0.00	acre	0.00	0		0.00	0.00
32 92 00	Turf and Grasses (Landscape Repairs)		1	ls	5,000.00	5,000	Allowance	0.56	0.56
01 78 33	Bonds		5,000	\$	0.00%	0		0.00	0.00
	Division 32		0.56	\$/est		5,000	#DIV/0!	0.56	0.56
Bonds									
			0		524,252	524,252	Totals \$/SF	58.43	58.43
\$/gr SF									
	Contingency - Furtherment of design		0.00%	%	0	0			
	Contract Administration Contingency		1.00	ls	13,527	13,527	Excluded from Design A141	1.51	1.51
	General Conditions (total staff)		1	ls	74,921	74,921		8.35	8.35
0	Permit		1	ls	0	0		0.00	0.00
	Precconstruction		1	ls	0	0		0.00	0.00
	Insurance		1	ls	5,233	5,233		0.69	0.69
	Builders Risk		1	ls	0	0		0.00	0.00
	P&P Bond		1	ls	5,003	5,003		0.67	0.67
	Fee		10.00%	%	624,936	62,494		6.97	6.97
	Potential Tax Savings		0.00%	%	450,456	0		0.00	0.00
Price structure without value engineering and without inflation									
	Total price without VE or contractor contingency				687,430		\$/Gross SF	77	77
	Contractor contingency 3%		%		524,252	15,727.57	\$/Equi SF	77	77
	Owner contingency		%		524,252	0.00			
	Job total				703,167				
							\$/Air Cond. SF	77	77
							\$/Structure SF	77	77
This cell finds discrepancies between project total in this tab and the Master Summary-Bid tab									
					0				

**City of Okeechobee
Public Safety Building Renovation**

**Assumptions & Clarifications
July 15, 2026**

General

- 1 We include a payment or performance bond.
- 2 We do NOT include impact fees.
- 3 We do NOT include governmental fees of any kind.
- 4 We do NOT include building permit fees.
- 5 We do NOT include Builder's Risk Insurance. Proctor Construction will obtain Builder's Risk Insurance proposals on the Owner's behalf, if requested by owner. The Owner shall be named the primary insured party with Proctor Construction also listed as a named insured.
- 6 All Builder's Risk Insurance deductibles are payable by the Owner.
- 7 The Builder's Risk Insurance is to be in effect from the Date Of Commencement until final Certificate of Occupancy.
- 8 We do NOT include hazardous materials inspection, testing, removals or abatement.
- 9 We do NOT include the services of a Threshold Inspector.
- 10 We do NOT include the services of a Private Provider for permit document review.
- 11 We do NOT include the services of an independent testing agency for testing concrete, soil compaction, grouting, steel construction, etc.
- 12 At least on a quarterly basis during the project duration, the Owner shall provide updated and clouded design drawings of full size incorporating all sketches and all design clarifications.
- 13 Projects that are participating in Owners Direct Purchasing procedures should note that profit has been included and will be paid to PCC for owner paid material invoices.
- 14 Construction contingency is for the exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.
- 15 Deposits may be required to procure select materials. Deposits will be allowed to be billed as part of the monthly pay application process.
- 16 We do NOT include special wages of any kind.
- 17 Proposal is based on all work completed during normal business hours. We do NOT include after hours or weekend working hours.
- 18 Proposal is valid for 30 days.

**City of Okeechobee
Public Safety Building Renovation**

**Assumptions & Clarifications
July 15, 2026**

- 19 We do NOT include Contract Administration. Please reference Contract Exhibit Titled Scope of Work (Design Build Fee Schedule) (City of Okeechobee Public Safety) exclusions. If Owner chooses to add Contract Administration, add \$13,527.36

Division 1, Procurement and Contracting Requirements

- 1 We do NOT include a contingency to cover any re-design for building department comments.
- 2 We do NOT include paper copies for shop drawings or submittals. We include all shop drawings and submittals as digital files to be digitally transmitted. We do NOT include overnight costs.
- 3 We do NOT include BIM modeling.
- 4 We do NOT include custom colors. All color selections are included as manufacturer's standard colors unless specifically noted on the drawings.
- 5 Proctor Construction assumes the use of the Owner's existing electrical and water supplies for construction activities at no cost to the Contractor. All utility consumption fees are excluded from this proposal.
- 6 We include material and installation in accordance with the bid documents. If specified material or any owner furnished material procurement effect schedule completion, then Contractor shall be compensated for general condition time extensions that directly relate to delay of the schedule.
- 7 The GMP is based on the material baseline schedule attached as Exhibit [], identifying each covered material, specification, quantity, supplier quotation, delivered unit price, quote-expiration date, and required release date. The Design-Builder shall use commercially reasonable efforts to purchase covered materials by the stated release dates. If, for reasons not caused by the Design-Builder, its Contractors, or suppliers, the actual net delivered cost of a covered material increases above its baseline cost, the GMP and Contract Time shall be equitably adjusted by written Change Order for the documented net increase, applicable tax and freight, and the Design-Builder's agreed Fee. Price decreases, rebates, and credits shall be credited to the Owner. The Design-Builder shall give written notice within five (5) business days after learning of an increase and, where practicable, before purchase. The Owner shall respond within three (3) business days with approval, a substitution, early-purchase direction, or other mitigation. No adjustment is due for late procurement caused by the Design-Builder. The GMP includes an escalation allowance of \$[]; documented increases are first charged to that allowance, and unused funds are credited to the Owner. The Design-Builder is not required to procure an affected material above the remaining allowance without written direction and a Change Order."
- 8 Please note that project execution will take place within an active, occupied office environment. To minimize disruption, all low-impact and minimally invasive work will be performed during standard business hours. To maintain safety, air quality, and operational continuity for your staff, Proctor Construction will implement minor containment measures, including the installation of temporary Visqueen dust barriers and continuous cleanup.

Division 2, Existing Conditions

- 1 We include an allowance of \$5,000 for all required survey and engineering requirements for the proposed covered walkway and sidewalks.
- 2 We do not include storage of any owner salvaged items.
- 3 We include miscellaneous demolition scope per drawings. The demolition subcontractor shall have all salvage rights to the entire building structure. Owner to remove any personal items, furniture, or equipment that is wanted prior to demolition contractor starting work.
- 4 We include the demolition of approximately 400 square feet of existing sidewalks on the East side of the building connecting the Public Safety Building to the previously renovated City Hall Building. This work is not shown on the construction documents.
- 5 We include demolition of the existing storage shed and connecting roof structure, including removal of deteriorated wood framing at the utility closet and flat roof eyebrow, per NOTE on Sheet D-1.11 and existing conditions site walk.

**City of Okeechobee
Public Safety Building Renovation**

**Assumptions & Clarifications
July 15, 2026**

Division 3, Concrete

- 1 We include new 50'x10' (500sf) 4" concrete sidewalks reinforced with fibermesh or 6x6 1.4.x1.4 welded wire mesh on the East side of the building connecting the Public Safety Building to the previously renovated City Hall Building. The sidewalks will also receive standard monolithic foundations to accommodate new aluminum canopy column supports. This work is not shown on the construction documents and is currently shown as an allowance until delegated design has been completed for the new walkway covering.
- 2 We include a \$7,500 allowance dedicated exclusively to unforeseen concrete repairs and structural reinforcement of window jambs. Any work drawing from this allowance will be documented and billed on a time-and-materials basis; costs exceeding this amount will require a formal change order.
- 3 We include 2-1/2" Thick Concrete at Metal Pan Stair Treads. The stair/tread/handrail detail (2/A-3.01) references concrete filled steel pan stairs but does not graphically depict the concrete topping thickness. For clarification, the concrete topping over the steel pan treads and landings shall be 2 1/2" nominal thickness, unless otherwise noted on the structural drawings. This thickness is to be confirmed with structural steel pan/topping details and coordinated with finish floor elevations.

Division 5, Metals

- 1 We do NOT include a steel stair as shown on 1/A3.01. We recommend and include a powder-coated aluminum stair.

Division 6, Wood

- 1 We include, per NOTE on Sheet D-1.11 and existing conditions site walk, reconstruction of the water-damaged, rotted wood-framed Storage Room utility closet and flat roof eyebrow, including: new wood-framed roof structure with dimensional lumber roof side framing secured to the existing building via epoxy-set anchor bolts; new 2x4 wood-framed walls attached to the existing building with tap cons; and Densglass sheathing at the underside of the new roof and exterior wall surfaces. This scope assumes full reconstruction per the referenced NOTE; final framing sizes, connections, and extent of replacement remain subject to SER assessment, and any deviation may require a change order.
- 2 We include removal and disposal of existing aluminum soffit and installation of new standard aluminum soffit, trim, and fasteners where required. This scope excludes repair or replacement of any existing conditions (rotted/damaged framing, blocking, or substrate) discovered upon removal; such conditions will be addressed under a separate change order.

**City of Okeechobee
Public Safety Building Renovation**

**Assumptions & Clarifications
July 15, 2026**

Division 7, Thermal & Moisture Protection

- 1 We include the demolition of all existing roof tiles, eyebrow roof finishes, and their respective underlayment. We include assessing and repairing any sheathing damaged by rot or water prior to installing the new underlayment system. We include one layer of 30# felt and one layer of Westlake Tile Seal high-temperature self-adhering modified tile underlayment. We include the installation of 26-gauge galvalume wall flashing, drip edge, and valley metal, along with a color-matched 26-gauge eave closure. We include the installation of Westlake concrete "Galina Spanish S" tiles, color-matched to the existing City Hall building and secured directly to the deck using Poly set foam tile adhesive.
- 2 We include the complete installation of a new roof at the new storage room, beginning with the mechanical fastening of one layer of 1/4" Securock Gypsum Coverboard, followed by the application of one layer of Modified Bitumen Base Sheet and one layer of Modified Bitumen Cap Sheet, all performed in strict accordance with Florida Building Code requirements. This scope also encompasses all necessary base flashings and curb treatments, which will be installed with two plies per manufacturer specifications, along with the provision and installation of shop-fabricated stucco-stop counterflashing and 26-gauge galvanized drip edge in white or brown.

Division 8, Doors & Windows

- 1 We include the furnishing and installation of four FBC labeled, 20-gauge flush hollow metal doors (marks 103, 104, 105, and 106) along with their corresponding 16-gauge welded masonry frames equipped with EMA anchors. The hardware package for these openings consists of Cal Royal BB31 NRP hinges, 900 series closers, NM series entry mortise locks, C-880 weatherstripping, and appropriate threshold sizes (72" for the pair and 36" for the singles), with the pair at door mark 103 also receiving an astragal seal and top and bottom flush bolts.

Division 9, Finishes

- 1 We include Re-skimming and refinishing (skim coat) to existing stucco to match existing heavy textured finish at adjacent City Hall Building, including surface preparation and repair as needed (cleaning, minor patching, removal of loose material) — this is a re-skim/refinish scope only and does NOT include complete removal and replacement of existing stucco.

Division 10, Specialties

- 1 We include the complete design, engineering, and installation of a 500-square-foot aluminum walkway canopy, measuring 50 feet in length by 10 feet in width, connecting the Public Safety Building to the City Hall building. This package encompasses all necessary structural engineering and shop drawings, the supply and installation of the aluminum walkway covering system finished in a standard dark bronze, and the integration of a functional gutter system with matching structural columns.

**City of Okeechobee
Public Safety Building Renovation**

**Assumptions & Clarifications
July 15, 2026**

Division 12, Furnishings

- 1 We do NOT include any window blinds or window treatments.

Division 21, Fire Protection

- 1 We do NOT include any work related to Fire Protection / Fire Suppression.

Division 22, Plumbing

- 1 We do NOT include any work related to Plumbing.

Division 23, HVAC

- 1 We include safing off existing electrical connections to the two existing exterior HVAC units, lowering the units from the existing concrete eyebrow to the new concrete pads, and providing the necessary items/materials to reconnect and repower the units in their new location. This scope assumes the existing units are in operable condition prior to disconnection. Should any pre-existing conditions, damage, or deficiencies be discovered during this work, the units will be assessed and any required repairs will be quoted and completed as an additional cost. Our company is not responsible for the pre-existing condition of the units or for any latent defects unrelated to the relocation work performed.

Division 26, Electrical

- 1 We do NOT include any electrical work outside of what is needed for HVAC safe-off and reconnections.

Division 27, Technology

- 1 We do NOT include any low voltage work including but not limited to structured cabling, data communications, voice communications, audio-video systems, etc.

Division 28, Security

- 1 We do NOT include any security work scope including but not limited to access control, fire alarms, video surveillance, cctv, burglar alarms, etc.

Division 31, Earthwork

- 1 We do NOT include any import or export of fill materials from the site.

Division 32, Exterior Improvements

- 1 We do NOT include any new or modification to existing asphalt including but not limited to base materials, asphalt materials, striping of asphalt, directional or ADA parking signage, curbs, etc.
- 2 We include a \$5,000 Allowance for any Grass and/or Mulch repairs due to construction.
- 3 We do NOT include any repair or modification to any existing irrigation systems.

Division 33, Utilities

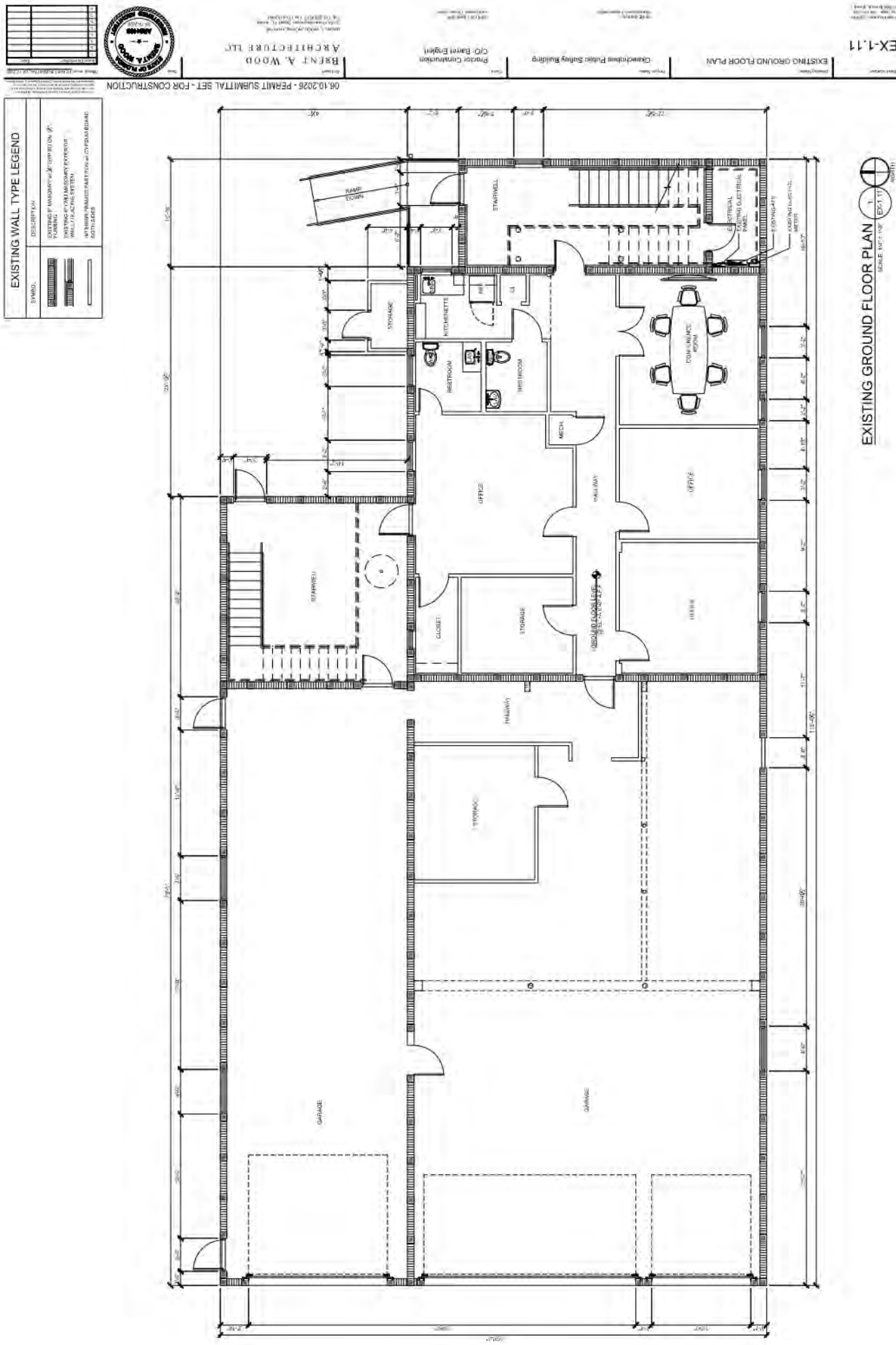
- 1 We do NOT include any work related to the existing utilities including but not limited to water supply, storm water, and sewer.

CONTRACT EXHIBIT TITLED – LABOR RATES

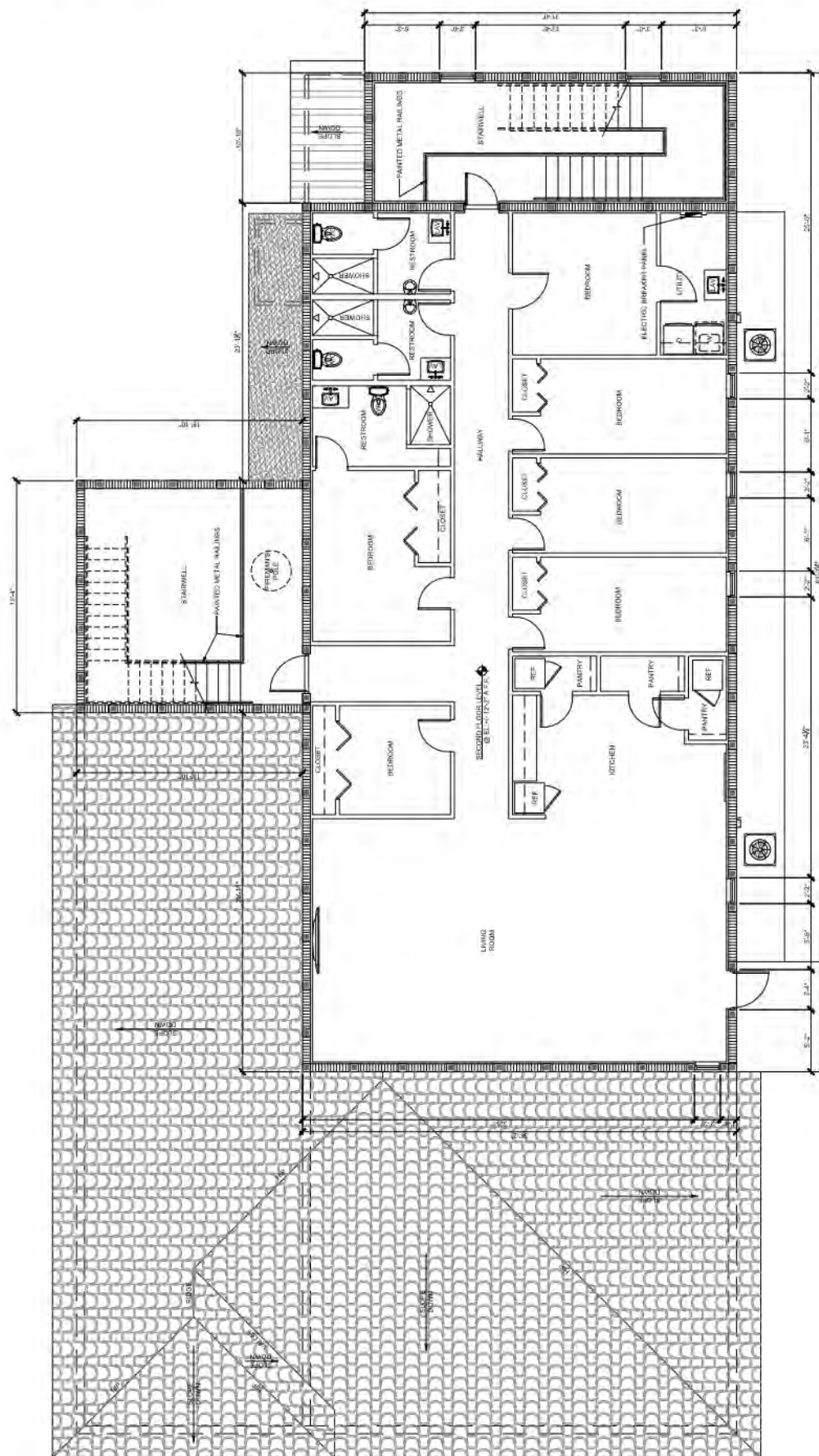
The following personnel will be considered a cost of the work at the rates noted and will be included in General Conditions as reimbursable provided they are working on the Project:

EMPLOYEE	RATE
Project Executive	\$112.99 / HR
Assistant Project Manager	\$69.73 / HR
Assistant Superintendent	\$51.21 / HR
Project Administrator	\$52.28 / HR

*Labor Rates are based on 2026 rates and will be adjusted based on future commitments.

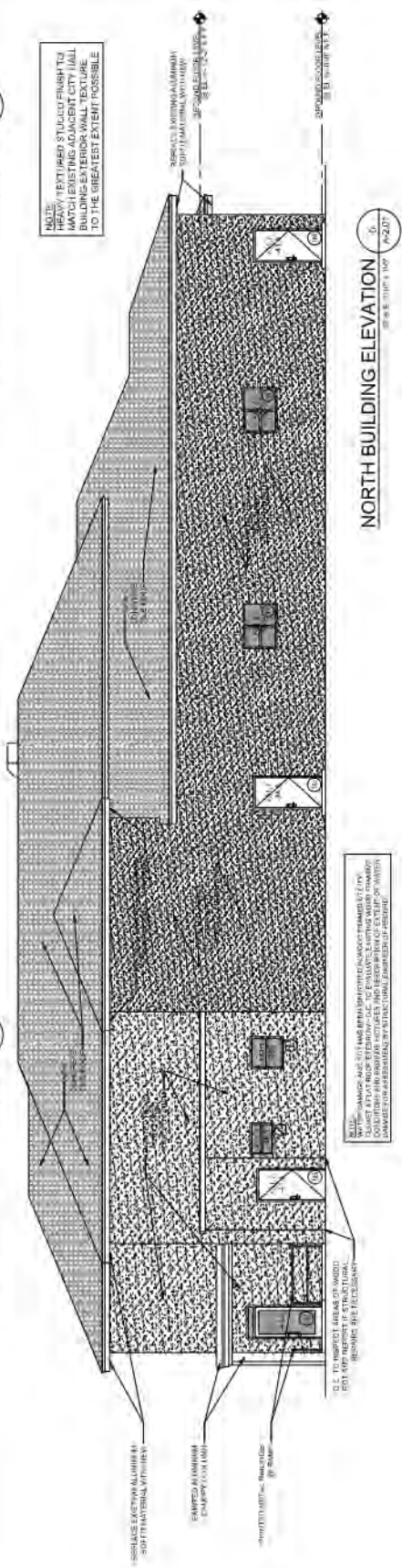
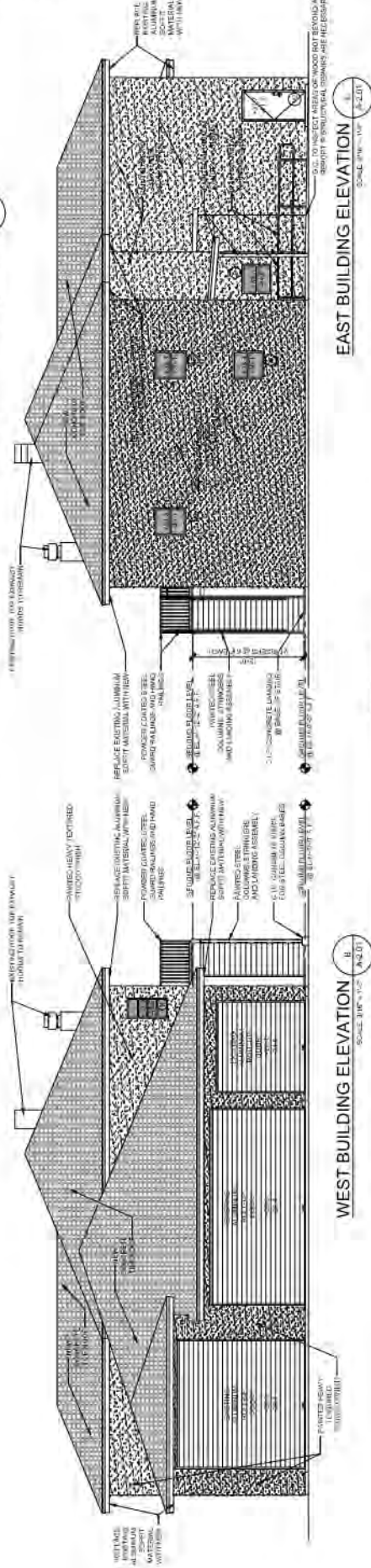
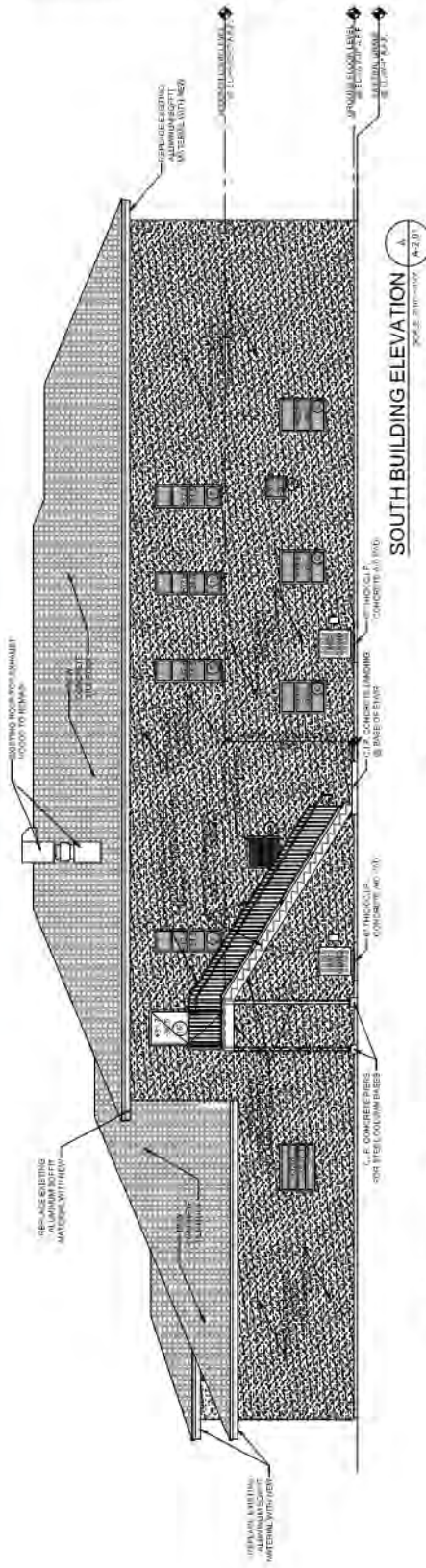


EXISTING WALL TYPE LEGEND	
SYMBOL	DESCRIPTION
	EXISTING MASONRY WALL (CONCRETE OR CMU)
	EXISTING FORM MASONRY EXTERIOR WALL / FINISHING SYSTEM
	INTERIOR FRAMED PARTITION WALL (CONCRETE OR CMU)



EXISTING NORTH BUILDING ELEVATION

GROUND FLOOR DEMOLITION PLAN





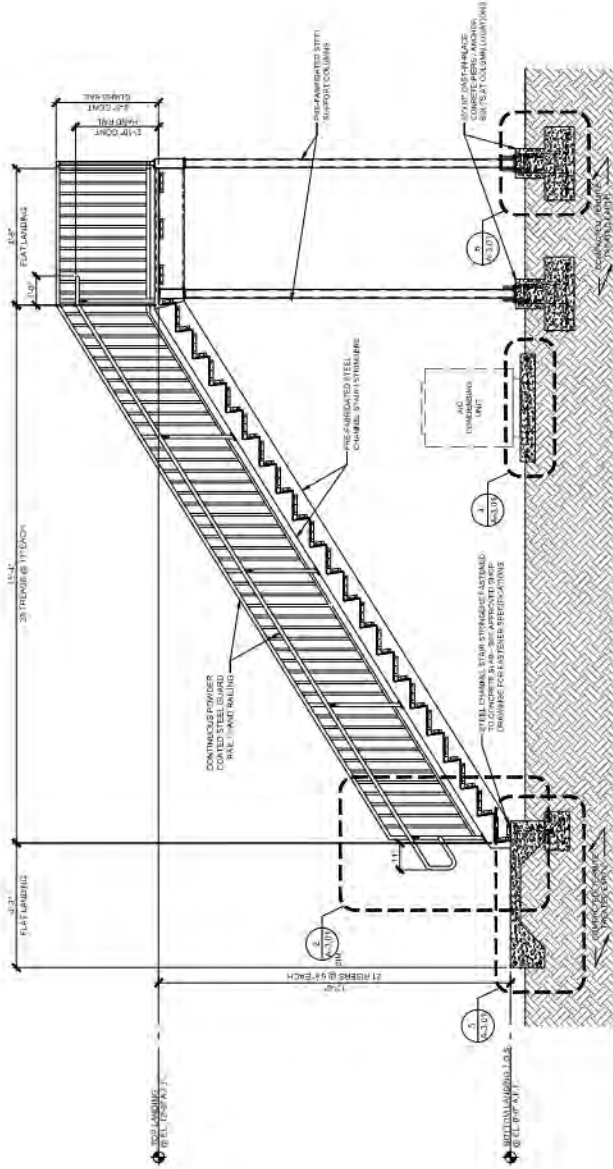
BRENT A. WOOD
ARCHITECTURE LLC
C/O BRENT WOOD
100 WEST 10TH STREET
NEW YORK, NY 10011
TEL: 212-691-1000
WWW.BRENTWOODARCHITECTURE.COM

Project: Construction
C/O: Brent Wood
06.10.2026 - PERMIT SUBMITTAL SET - FOR CONSTRUCTION

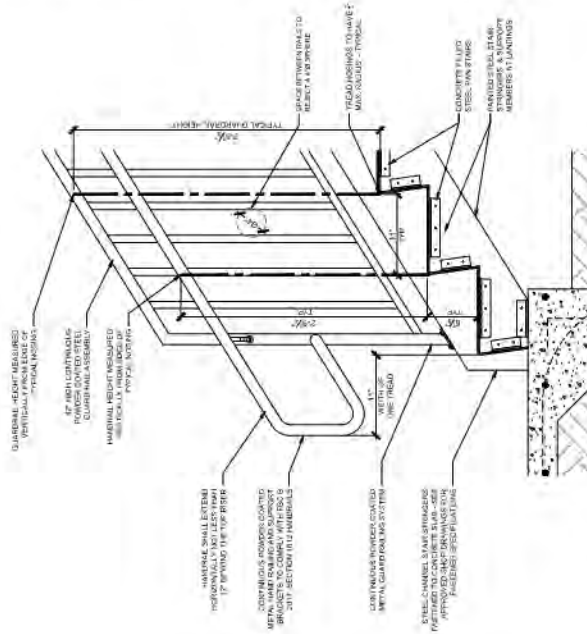
Client: The City of New York
Department: Department of City Planning
Division: Division of Urban Planning
Section: Section of Urban Design
Drawing: Drawing of Urban Design
Sheet: Sheet of Urban Design

STAIR SECTIONS & DETAILS
A-3.01

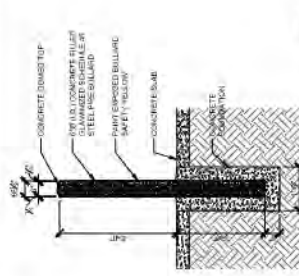
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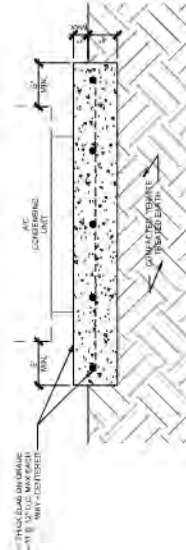
SECTION THRU METAL EXTERIOR EGRESS STAIR
SCALE: 1/2" = 1'-0"
A-3.01



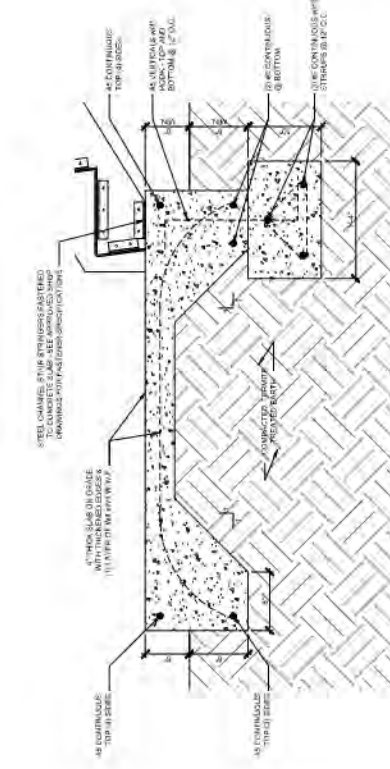
TYPICAL EGRESS STAIR
STAIR / TREAD / HANDRAIL DETAIL
SCALE: 1/2" = 1'-0"
A-3.01



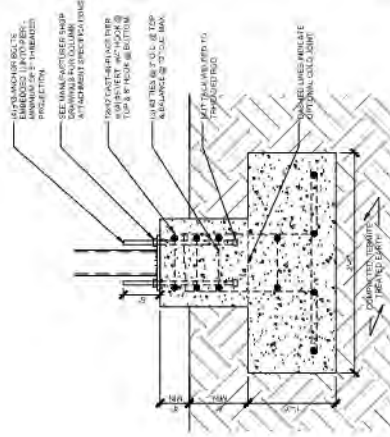
TYPICAL BOLLARD SECTION
SCALE: 1/2" = 1'-0"
A-3.01



DETAIL @ TYPICAL HVAC EQUIPMENT PAD
SCALE: 1/2" = 1'-0"
A-3.01



DETAIL @ STAIR LANDING FOUNDATION
SCALE: 1/2" = 1'-0"
A-3.01



DETAIL @ PIER FOUNDATION
SCALE: 1/2" = 1'-0"
A-3.01

DOOR SCHEDULE

FLOOR	DOOR OPENING NO.	SIZE		THK.	MATERIAL	TYPE	WRT.	HURDLE HGT.	EXTERIOR DOOR INFORMATION		
		WIDTH	HEIGHT						GLAZING	FIN.	FIN.
101	101	2'-0"	6'-0"	1 1/2"	ALUMINUM	1	ALUM.	1	GLASS	N/A	N/A
102	102	2'-0"	6'-0"	1 1/2"	ALUMINUM	2	ALUM.	1	GLASS	N/A	N/A
103	103	2'-0"	6'-0"	1 1/2"	ALUMINUM	3	ALUM.	1	GLASS	N/A	N/A
104	104	2'-0"	6'-0"	1 1/2"	ALUMINUM	4	ALUM.	1	GLASS	N/A	N/A
105	105	2'-0"	6'-0"	1 1/2"	ALUMINUM	5	ALUM.	1	GLASS	N/A	N/A

TYPICAL DOOR / HARDWARE NOTES

1. ALL EXTERIOR DOORS SHALL BE DESIGNED TO BE OPERATED FROM THE EXTERIOR SIDE. LOCKS, IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY. A TOOL OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EXTERIOR SIDE.
2. ALL EXTERIOR DOORS SHALL BE DESIGNED TO BE OPERATED FROM THE INTERIOR SIDE.
3. GENERAL CONTRACTOR TO PROVIDE ELECTRICAL PRODUCT SUBMITTALS OR (1) DIGITAL COPY AND ONE SAMPLE OF EACH.
4. HARDWARE SHALL BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO ORDERING.
5. HARDWARE MANUFACTURER TO PROVIDE DIMENSIONS TO IDENTIFY KEY AT NO ADDITIONAL COST TO OWNER.
6. ALL HARDWARE TO COMPLY WITH STATE, LOCAL CODES AND REQUIREMENTS.

HARDWARE SCHEDULE

HARDWARE		LOCKSET		SURFACE HARDWARE		HURDLE HARDWARE		REMARKS	
SECTION	NO.	TYPE	FIN.	TYPE	FIN.	TYPE	FIN.	TYPE	FIN.
1	1	TYPE 1	TYPE 1	TYPE 1	TYPE 1	TYPE 1	TYPE 1	TYPE 1	TYPE 1

WINDOW SCHEDULE

FLOOR	WINDOW OPENING NO.	SIZE		THK.	MATERIAL	TYPE	WRT.	HURDLE HGT.	EXTERIOR WINDOW INFORMATION		
		WIDTH	HEIGHT						GLAZING	FIN.	FIN.
101	101	2'-0"	6'-0"	1 1/2"	ALUMINUM	1	ALUM.	1	GLASS	N/A	N/A
102	102	2'-0"	6'-0"	1 1/2"	ALUMINUM	2	ALUM.	1	GLASS	N/A	N/A
103	103	2'-0"	6'-0"	1 1/2"	ALUMINUM	3	ALUM.	1	GLASS	N/A	N/A
104	104	2'-0"	6'-0"	1 1/2"	ALUMINUM	4	ALUM.	1	GLASS	N/A	N/A
105	105	2'-0"	6'-0"	1 1/2"	ALUMINUM	5	ALUM.	1	GLASS	N/A	N/A

NOTES

1. ALL DIMENSIONS ARE NOMINAL UNLESS OTHERWISE SPECIFIED. PROVIDE ENGINEERED.
2. PROVIDE DRAWINGS FOR ALL WINDOWS AND DOORS. PROVIDE DIMENSIONS, FINISHES, ETC. TO VERIFY ALL.
3. PROVIDE DIMENSIONS FOR ALL WINDOWS AND DOORS. PROVIDE DIMENSIONS, FINISHES, ETC. TO VERIFY ALL.
4. PROVIDE DIMENSIONS FOR ALL WINDOWS AND DOORS. PROVIDE DIMENSIONS, FINISHES, ETC. TO VERIFY ALL.

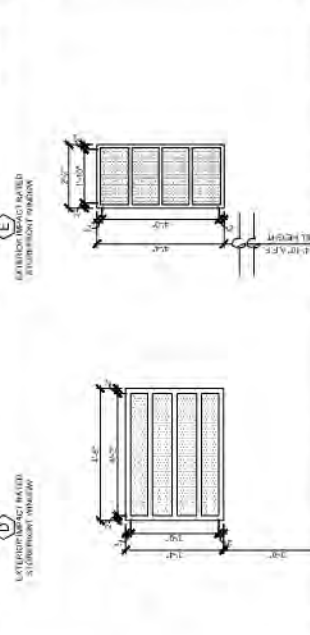
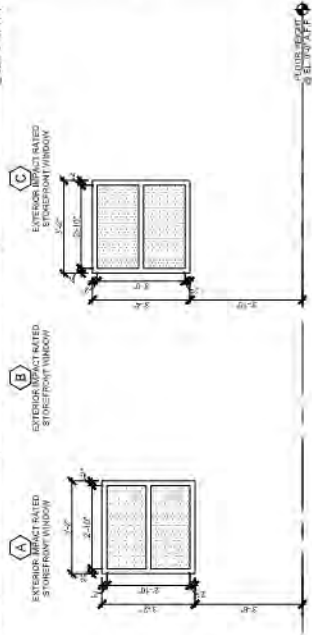
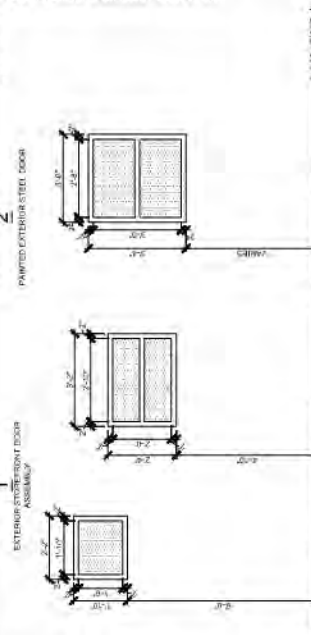
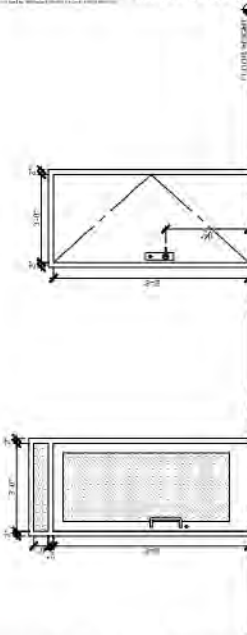


BRENT A. WOOD
ARCHITECTURE, LLC
06.10.2026 - PERMIT SUBMITTAL SET - FOR CONSTRUCTION

Project: Construction
C/O: Brent A. Wood
06.10.2026 - PERMIT SUBMITTAL SET - FOR CONSTRUCTION

DOOR SCHEDULE HARDWARE SCHEDULE
TYPICAL DOOR / HARDWARE NOTES &
EXTERIOR DOOR TYPES / ELEVATIONS

A-6.01



RENTAL SHEET

Project:

Phase-Cost:

Date from: 01/00/00 TO 01/00/00

Approved:

Cost Code	Description/Equipment	RATES							Totals
		QTY	Daily	Total	QTY	Weekly	Total	Monthly	
00-0231	Transit		\$10.00	\$0.00		\$50.00	\$0.00	\$200.00	\$0.00
00-0231	Level		\$10.00	\$0.00		\$50.00	\$0.00	\$200.00	\$0.00
00-0231	Traffic Barrier		\$7.00	\$0.00		\$14.00	\$0.00	\$45.00	\$0.00
00-0231	Traffic Cones		\$4.00	\$0.00		\$14.00	\$0.00	\$22.00	\$0.00
00-0231	Traffic Delineator Post		\$2.00	\$0.00		\$6.00	\$0.00	\$12.00	\$0.00
00-0231	Pallet Jack		\$47.00	\$0.00		\$175.00	\$0.00	\$454.00	\$0.00
00-0231	Insta 360 Camera + Kuula Software		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0231	Air Compressor, Gas		\$11.25	\$0.00		\$56.25	\$0.00	\$225.00	\$0.00
00-0231	Air Compressor, Electric		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0231	Air Nailers		\$3.75	\$0.00		\$18.75	\$0.00	\$75.00	\$0.00
00-0231	Concrete Saw, Gas		\$12.50	\$0.00		\$62.50	\$0.00	\$250.00	\$0.00
00-0231	Concrete Saw, Electric		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0231	Hammer Drill/Impact Kit		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0231	Dump Truck, 1-1/2 Ton		\$27.50	\$0.00		\$187.50	\$0.00	\$750.00	\$0.00
00-0231	3" Water/Trash Pump + Intake Hose		\$27.50	\$0.00		\$137.50	\$0.00	\$550.00	\$0.00
00-0231	3" Pump Discharge Hoses (25' ea.)		\$2.50	\$0.00		\$12.50	\$0.00	\$50.00	\$0.00
00-0206	Labor Foreman Vehicle		\$22.50	\$0.00		\$162.50	\$0.00	\$650.00	\$0.00
00-0206	Labor Truck		\$27.50	\$0.00		\$137.50	\$0.00	\$550.00	\$0.00
00-0231	Chipping Hammer		\$10.00	\$0.00		\$50.00	\$0.00	\$200.00	\$0.00
00-0231	Roto Hammer		\$5.00	\$0.00		\$25.00	\$0.00	\$100.00	\$0.00
00-0178	Kubota Tractor		\$92.50	\$0.00		\$462.50	\$0.00	\$1,850.00	\$0.00
00-0183	Site Staff Transport - Electric (Club Cart)		\$14.38	\$0.00		\$71.88	\$0.00	\$287.50	\$0.00
00-0184	Site Staff Transport - Gas (John Deere)		\$62.50	\$0.00		\$312.50	\$0.00	\$1,250.00	\$0.00
00-0196	Mobile Office		\$22.50	\$0.00		\$112.50	\$0.00	\$450.00	\$0.00
00-0216	Fence (Total Footage)		\$0.18	\$0.00		\$0.89	\$0.00	\$3.54	\$0.00
00-0206	Project Executive Vehicle(s)		\$42.50	\$0.00		\$212.50	\$0.00	\$850.00	\$0.00
00-0206	Sr. Project Manager Vehicle(s)		\$40.00	\$0.00		\$200.00	\$0.00	\$800.00	\$0.00
00-0207	Sr. Superintendent Vehicle(s)		\$40.00	\$0.00		\$200.00	\$0.00	\$800.00	\$0.00
00-0206	Project Manager Vehicle(s)		\$35.00	\$0.00		\$175.00	\$0.00	\$700.00	\$0.00
00-0206	Superintendent Vehicle(s)		\$35.00	\$0.00		\$175.00	\$0.00	\$700.00	\$0.00
00-0206	Asst Project Manager Vehicle(s)		\$25.00	\$0.00		\$125.00	\$0.00	\$500.00	\$0.00
00-0206	Asst Superintendent Vehicle(s)		\$25.00	\$0.00		\$125.00	\$0.00	\$500.00	\$0.00
00-0211	Fuel Cards		\$26.75	\$0.00		\$133.75	\$0.00	\$535.00	\$0.00
00-0206	Superintendent Vehicle(s)		\$32.50	\$0.00		\$162.50	\$0.00	\$650.00	\$0.00
00-0231	Generator #1 (58kW)		\$70.00	\$0.00		\$350.00	\$0.00	\$1,400.00	\$0.00
00-0231	Generator #2 (20kW)		\$32.50	\$0.00		\$162.50	\$0.00	\$650.00	\$0.00
00-0221	Computer Setup		\$16.93	\$0.00		\$84.66	\$0.00	\$338.65	\$0.00
00-0221	TV / Computer Setup		\$16.93	\$0.00		\$84.66	\$0.00	\$338.65	\$0.00
00-0221	Jobsite Camera Stream		\$16.93	\$0.00		\$84.66	\$0.00	\$338.65	\$0.00
00-0222	Computer Software							0.17%	\$0.00
00-0228	Copier Machine		\$22.50	\$0.00		\$112.50	\$0.00	\$450.00	\$0.00
00-0228	Copier Machine Maintenance		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0256	Connectivity (Starlink)		\$27.00	\$0.00		\$135.00	\$0.00	\$540.00	\$0.00
00-0256	Connectivity (Starlink Setup)		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0306	Office Furniture		\$7.50	\$0.00		\$37.50	\$0.00	\$150.00	\$0.00
00-0261	iPad		\$7.70	\$0.00		\$38.50	\$0.00	\$154.00	\$0.00
00-0261	Mobile Telephone		\$7.70	\$0.00		\$38.50	\$0.00	\$154.00	\$0.00
00-0226	Temporary Housing Rental		\$100.00	\$0.00		\$500.00	\$0.00	\$2,000.00	\$0.00
01-5123	Temporary Air Conditioning		\$75.00	\$0.00		\$375.00	\$0.00	\$1,500.00	\$0.00
01-5123	Temporary Air Conditioning (Floor Units)		\$15.00	\$0.00		\$75.00	\$0.00	\$300.00	\$0.00
Monthly Total									\$0.00



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City Council Regular Meeting Agenda Item

Subject: Budget Transfer Memo

Date: September 21, 2026

From: Denise Whitehead, City Administrator

Background:

As part of the City's ongoing efforts to strengthen its financial and administrative practices, staff have developed a Budget Transfer Policy to provide a clear and consistent process for managing budget appropriations throughout the fiscal year.

The policy establishes appropriate administrative authority for transfers between line items within the same department when sufficient funds are available within the department's adopted budget. This will allow routine budget adjustments to be addressed efficiently as operational needs change, while maintaining appropriate financial oversight and internal controls.

The policy is intended to improve administrative efficiency while preserving the City Council's authority over the City's adopted budget and ensuring that budget transfers remain consistent with applicable laws, policies, and established financial procedures.

The City Administrator recommends that the City Council approve the Budget Transfer Policy.



City of Okeechobee

Administrative Policy

AP Number: 3.100	Department: Finance
Subject: Budget Transfer	Date Approved:
Approved By: City Council	Date Revised:

I. Purpose:

The purpose of this Budget Transfer Policy is to establish a consistent process for transferring budget appropriations during the fiscal year while maintaining appropriate financial controls and preserving the authority of the City Council over the City's adopted budget.

This policy is intended to:

- A. Maintain compliance with Florida law and the City of Okeechobee Code of Ordinances.
- B. Ensure expenditures remain within approved appropriations.
- C. Establish clear responsibility for requesting, reviewing, approving, and processing budget transfers.
- D. Provide departments with reasonable flexibility to manage their adopted budgets.
- E. Maintain accurate budget information throughout the fiscal year.
- F. Promote transparency, accountability, and responsible fiscal management.

This policy is an administrative policy and does not amend or supersede the City Code, the City's adopted budget, or applicable federal or state law.

II. Scope:

This policy applies to all City departments, divisions, programs, and funds subject to the City's annual budget.

The policy applies to budget transfers involving the following budget categories:

- A. Personnel
- B. Operating
- C. Capital Outlay

III. Definitions:

A. Budget Transfer

A budget transfer is the movement of existing budget appropriations from one budget account to another without increasing the total appropriations of the applicable fund.

B. Budget Amendment

A budget amendment is an action that changes the City's adopted budget by increasing total appropriations, appropriating additional revenues or fund balance, or otherwise changing the adopted budget in a manner requiring formal approval.

C. Appropriation

An appropriation is the legal authorization to make expenditures for a specified purpose as established by the City's adopted budget or a subsequent budget amendment.

D. Encumbrance

An encumbrance is budget authority reserved for a purchase order, contract, or other commitment that has not yet been paid.

IV. General Budget Control

The City shall maintain budgetary control in accordance with the adopted budget, City Code, applicable law, and this policy.

No department, employee, or official shall authorize or incur an expenditure in excess of available appropriations.

A budget transfer reallocates existing budget authority and does not, by itself, create additional spending authority.

Budget transfers shall not be used to:

- A. Circumvent purchasing requirements
- B. Avoid required approval authority
- C. Avoid competitive procurement requirements
- D. Circumvent the City Code
- E. Conceal or authorize an expenditure that was not otherwise properly authorized

- F. Create unauthorized spending authority
- G. Divide or restructure expenditures for the purpose of avoiding applicable requirements

A budget transfer shall not, by itself, authorize the creation of a new position, elimination of an authorized position, change in classification, salary adjustment, or purchase of an additional capital item requiring separate approval.

V. Responsibilities

A. City Council

The City Council retains the authority granted to it by Florida law and the City Code, including authority over adoption and amendment of the City's budget.

The City Council shall approve transfers between departments, categories or funds when required by this policy, the City Code, applicable law, or the adopted budget.

B. City Administrator

The City Administrator is responsible for administering and executing the City's adopted budget, subject to the authority granted by the City Council, City Code, and applicable law.

The City Administrator shall:

1. Approve departmental budget transfers within the same budget category following review by the Finance Director up to the designated spending authority
2. Request transfers between departments, categories or funds when necessary for City operations or financial management, subject to City Council approval when required

C. Finance Director

The Finance Director shall:

1. Review budget transfer requests for financial and budgetary compliance
2. Verify that sufficient appropriations are available
3. Verify proper accounting classification
4. Review the effect of transfers on encumbrances and existing obligations

5. Identify potential conflicts with applicable law, City Code, grants, or other restrictions
6. Provide financial and budgetary analysis to the City Administrator and City Council
7. Process approved transfers in the City's financial system
8. Maintain supporting documentation for budget transfers and amendments

The Finance Director's review and processing of a transfer shall not constitute approval of the transfer.

D. Department Heads

Department Heads are responsible for managing their department's adopted budget and may request budget transfers as authorized by this policy.

Department Heads shall:

1. Monitor expenditures and encumbrances
2. Identify anticipated budget deficiencies
3. Submit budget transfer requests when necessary
4. Ensure expenditures remain consistent with the approved budget

VI. Budget Transfer Authority

Budget transfers shall follow the approval structure below:

Type of Transfer	Request	Review	Approve	Process
Within the same department <u>and</u> budget category	Department Head	Finance Director	City Administrator	Finance Director
Between budget categories within the same department	Department Head	Finance Director	City Administrator	Finance Director
Between departments	City Administrator	Finance Director	City Council	Finance Director
Between funds	City Administrator	Finance Director	City Council	Finance Director
Use of reserves or fund balance	City Administrator	Finance Director	City Council	Finance Director

The budget categories referenced in this policy are Personnel, Operating, and Capital Outlay.

The Finance Director shall not process a transfer until all required approvals have been obtained.

VII. Departmental Budget Transfers

Department Heads may request budget transfers involving their department.

All departmental transfer requests shall be submitted to the Finance Department for review.

The Finance Director shall review each request for:

- A. Availability of appropriations
- B. Compliance with the adopted budget
- C. Proper accounting classification
- D. Impact on encumbrances and existing obligations
- E. Compliance with applicable law, City Code, grants, and other restrictions

Following the Finance Director's review, the request shall be submitted to the City Administrator for approval.

Upon approval by the City Administrator, the Finance Director shall process the transfer in the City's financial system.

VIII. Transfers Between Categories, Departments or Funds

The City Administrator may request transfers between categories, departments or funds when necessary for City operations or financial management.

The Finance Director shall review the proposed transfer and provide the City Administrator with appropriate financial and budgetary analysis.

Transfers between categories, departments or funds shall be presented to the City Council for approval.

Following City Council approval, the Finance Director shall process the transfer in the City's financial system.

IX. Budget Amendments

Budget amendments that increase total appropriations, appropriate additional revenues or fund balance, or otherwise require a change to the adopted budget shall be submitted for City Council approval.

The Finance Director shall review proposed amendments and provide appropriate financial analysis to the City Administrator before presenting it to the City Council.

Upon City Council approval, the Finance Director shall process the budget amendment in the City's financial system.

X. Reserves and Fund Balance

The use of reserves or fund balance shall be consistent with the City's adopted budget, applicable reserve policies, City Code, and applicable law.

The City Administrator may request the use of reserves or fund balance when necessary.

The Finance Director shall review the proposed use and provide appropriate financial analysis.

The proposed use shall be presented to the City Council before the funds are appropriated or transferred.

XI. Encumbrances and Existing Commitments

Before processing a budget transfer, the Finance Department shall consider outstanding purchase orders, contracts, encumbrances, and other existing commitments.

Budget authority supporting an existing obligation shall not be transferred if doing so would result in insufficient appropriations to satisfy that obligation.

XII. Budget Overages

Department Heads are responsible for monitoring their budgets and shall notify the Finance Director when an appropriation is expected to be insufficient.

Departments shall not intentionally incur expenditures in excess of available appropriations with the expectation that a budget transfer or budget amendment will subsequently be approved.

When a department anticipates a budget deficiency, the Department Head shall work with the Finance Director and City Administrator to identify an appropriate budget solution.

XIII. Procurement Requirements

Approval of a budget transfer does not constitute authorization to purchase goods or services.

All expenditures remain subject to the City's purchasing policies, City Code, competitive procurement requirements, contracts, and applicable federal and state laws.

A budget transfer shall not be used to circumvent any purchasing requirement or approval threshold.

XIV. Emergency Expenditures

Nothing in this policy shall prevent the City from taking action necessary to protect life, property, public health, public safety, or essential City operations in an emergency, to the extent permitted by Florida law, City Code or applicable City policies.

XV. Documentation

All budget transfer requests and approvals shall be documented and maintained in accordance with the City's records and retention requirements.

Documentation shall include, as applicable:

- A. Department
- B. Date of request
- C. Accounts affected
- D. Amount transferred
- E. Budget category
- F. Reason for transfer
- G. Required approvals
- H. Date processed
- I. Council Meeting Minutes
- J. Department Head / City Administrator Signatures

The Finance Department shall maintain the official budget records.

XVI. Budget Monitoring and Reporting

The Finance Department shall monitor budget performance throughout the fiscal year.

Budget monitoring shall include, but not be limited to, as appropriate:

- A. Actual expenditures compared with budget
- B. Encumbrances
- C. Remaining appropriations
- D. Revenue performance
- E. Significant budget variances
- F. Anticipated year-end requirements

Monthly budget-to-actual reports shall be made available to the City Administrator and Department Heads.

Quarterly budget information shall be made available to the City Council as part of the City's financial reporting process.

XVII. Year-End Budget Control

Departments shall monitor expenditures and encumbrances as the fiscal year-end approaches.

Budget transfer requests must be submitted to the Finance Department at least thirty (30) days prior to the end of the fiscal year. Budget transfers shall not be requested solely for the purpose of exhausting remaining budget authority.

The Finance Director will have the ability to do a year end budget transfer with the approval of the City Administrator to maintain a balanced budget.

Unspent appropriations shall be handled in accordance with applicable law, the adopted budget, encumbrance requirements, and City financial policies.

XVIII. Compliance

The Finance Director shall maintain budgetary controls necessary to ensure compliance with this policy.

A budget transfer may be rejected, returned, or processing delayed at the Finance Director's or City Administrator's discretion.

Department Heads, the City Administrator, and all employees involved in the budget process are responsible for complying with this policy.

XIX. Policy Review

The Finance Director and City Administrator shall periodically review this policy to ensure consistency with Florida law, the City Code, accounting standards, and the City's financial management practices.

Any substantive amendment to this policy shall be presented to City Council for discussion and approval.



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City Council Regular Meeting Agenda Item

Subject: Establishment of a Backup Code Enforcement Magistrate

Date: September 21, 2026

From: Denise Whitehead, City Administrator

Background / Need

The City is very pleased with its current Code Enforcement Magistrate, who continues to meet the City's needs and provide excellent service. However, the City does not currently have a backup magistrate if the primary magistrate is sick, unavailable, or has an actual or perceived conflict of interest involving a case.

Establishing a backup magistrate would provide continuity in the code enforcement process, reduce the need to reschedule hearings, and provide an independent option when the primary magistrate cannot hear a particular case. This is a contingency measure and is not related to any concerns with the City's current magistrate.

The City Attorney, in coordination with Code Enforcement and the City Administrator, will identify a qualified magistrate and coordinate the necessary appointment and scheduling arrangements.

Budget Impact

Costs would be incurred only when the backup magistrate is utilized. The anticipated fiscal impact is minimal and would be limited to compensation for hearings conducted by the backup magistrate.

Recommended Action

Authorize staff to identify and secure a qualified backup Code Enforcement Magistrate for the City.



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City Council Regular Meeting Agenda Item

Subject: Res. No. 2026-09 – FDOT Maintenance Agreement No. BEL16

Date: September 21, 2026

From: Denise Whitehead, City Administrator

Background

The Florida Department of Transportation (FDOT) has requested that the City continue providing routine maintenance services on designated state-maintained roadways within the City's corporate limits. The services include mowing, litter removal, mechanical sweeping, and edging along portions of SR 70 and US 441/SR 15.

The City's previous six-year maintenance agreement with FDOT has expired. The proposed Memorandum of Agreement No. BEL16 establishes a new three-year initial service term covering Fiscal Years 2026-27 through 2028-29, with the option for a mutually agreed-upon three-year renewal.

Financial Impact

FDOT will compensate the City \$2,202.64 quarterly, or \$8,810.56 annually, for a total of \$26,431.68 over the initial three-year term. The agreement provides for payment based on the maintenance services identified in the agreement.

Recommendation

The City Administrator recommends that the City Council adopt Resolution No. 2026-09, authorizing the Mayor and City Clerk to execute Memorandum of Agreement No. BEL16 with the Florida Department of Transportation.

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT (NO. BEL 16) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY MAINTENANCE SERVICES WITHIN THE CITY'S CORPORATE LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida, (the "City") is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, the State of Florida Department of Transportation ("FDOT") maintains jurisdiction over certain State roadways located within the City's corporate limits; and

WHEREAS, FDOT has requested that the City provides certain roadway maintenance services, including mowing, edging, litter removal, and road sweeping, on State-maintained roadways within the City Limits, pursuant to FDOT's authority under Section 334.044, Florida Statutes; and

WHEREAS, the City's prior six-year Memorandum of Agreement with FDOT for such maintenance services has expired; and

WHEREAS, FDOT has provided a new Memorandum of Agreement (No. BEL16, FM No. 432726-1-78-15) for a new three-year initial service term covering Fiscal Years 2026-27 through 2028-29, and may be renewed for an additional three years, covering Fiscal Years 2029-30 through 2031-32; and

WHEREAS, the City Council has reviewed the new Agreement and finds it be to be in the best interest of the City to authority its execution; and

WHEREAS, the Agreement provides for quarterly compensation to the City in the amount of two thousand, two hundred two dollars and sixty-four cents (\$2,202.64) for a total annual amount of eight thousand, eight hundred ten dollars and fifty-six cents (\$8,810.56), and a total contract amount of twenty-six thousand, four hundred thirty-one dollars and sixty-eight cents (\$26,431.68) for the three-year initial service term, subject to annual legislative appropriation and the renewal provisions of the Agreement.

NOW, THEREFORE, be it resolved before the City Council for the City; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

SECTION 1: RECITALS. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

SECTION 2: The City Council of the City hereby approves the Memorandum of Agreement No. BEL 16 with the FDOT for roadway maintenance services on State-maintained roadways within the City's corporate limits for a three-year initial service term and may be renewed for an additional three years subject to mutual agreement of both parties.

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute said Agreement and any and all documents necessary to effectuate the purposes of this Resolution.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon adoption.

INTRODUCED AND ADOPTED at a regular session this 21st day of September, 2026.

ATTEST:

Dowling R. Watford, Jr. Mayor

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF OKEECHOBEE** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. **WHEREAS**, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. **WHEREAS**, the **AGENCY** by Resolution No. 2026-09 dated the 21st day of September, 2026, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in **ATTACHMENTS A** and **B**, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in **ATTACHMENT A**.
3. Descriptions of how the activities are to be performed are included in **ATTACHMENT B**.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in **ATTACHMENTS A** and/or **ATTACHMENT B**. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by **ATTACHMENT A** and **ATTACHMENT B**.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 8. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

Four (4) quarterly lump sum payments will be made in the amount of **Two Thousand, Two Hundred Two Dollars and Sixty-Four Cents (\$2,202.64)**.

The total annual contract/expenditure amount is **Eight Thousand, Eight Hundred Ten Dollars and Fifty-Six Cents (\$8,810.56)** unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is **Twenty-Six Thousand, Four Hundred Thirty-One Dollars and Sixty-Eight Cents (\$26,431.68)**.

2. The lump sum payment above is based on the unit price for services that are listed in **ATTACHMENT A**.

3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT's** invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five 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 non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10 percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), 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 which 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**.

9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under 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 three (3) 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 **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. 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 one 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. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. 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 Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

2. **WORKERS' COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** 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 **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of **DEPARTMENT**, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this Agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this Agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this

Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.

2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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 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 will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown

ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, the CITY OF OKEECHOBEE has caused this Agreement to be executed in its behalf, by the Mayor or its designee, as authorized by its Resolution, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____. FDOT to enter effective date.

OKEECHOBEE, FLORIDA

ATTEST:

Lane Gamiotea, CMC
City Clerk

(SEAL)

SIGNATURE

Mayor

TITLE

DATE

Dowling R. Watford, Jr.

PRINT NAME

DATE

LEGAL REVIEW:

City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT MAINTENANCE ENGINEER

Jonathan M. Sands, P.E.

PRINT NAME

DATE

LEGAL REVIEW:

DATE

DISTRICT ONE SECRETARY OR DESIGNEE

John Kubler, P.E.

PRINT NAME

DATE

AVAILABILITY OF FUNDS APPROVAL:
8/6/2026

ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF OKEECHOBEE

Location: 1**Section:** 91070000**Mile Post:** 8.585-10.349**State Road:** SR 70, within corporate limits of the City

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Intermediate Machine Mowing	0.15	Acres	11	\$61.80	\$101.97
Litter Removal	0.15	Acres	14	\$10.56	\$22.18
Mechanical Sweeping	3.97	Miles	12	\$36.05	\$1,717.42
Edging	1.33	Miles	6	\$86.50	\$690.27

Location: 2**Section:** 91020000**Mile Post:** 1.626-4.131**State Road:** US 441/SR15, within the corporate limits of the City

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Intermediate Machine Mowing	1.54	Acres	11	\$61.80	\$1,046.89
Litter Removal	1.54	Acres	14	\$10.56	\$227.67
Mechanical Sweeping	10.02	Miles	12	\$36.05	\$4,334.65
Edging	1.29	Miles	6	\$86.50	\$669.51

SUMMARY

Activity	Quantity	Units Cost	Cycles
Intermediate Machine Mowing	1.69	\$61.80	11
Litter Removal	1.69	\$10.56	14
Mechanical Sweeping	13.99	\$36.05	12
Edging	2.62	\$86.50	6

Total Annual Cost	\$8,810.56
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Four Quarterly Payments	\$2,202.64
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ATTACHMENT "B" SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS. (REV 10-17-16) (FA 10-24-16) (FY 2026-27)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 1
863-519-2623
Dlprcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway Avenue
Bartow, FL 33830**

SECTION 102 MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Temporary Traffic Control Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Raised Pavement Marker Adhesive* Section 706
Paint* Section 710
Pavement Marking Materials* Section 971
Temporary Raised Pavement Markers* Section 990
Temporary Traffic Control Device Materials* Section 990
Retroreflective and Nonreflective Sheeting
for Temporary Traffic Control Devices Section 994

*Use products listed on the Department's APL.

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up. During operations with lane closures, the WTS or on-site designee shall record lane closure information into the Department's lane closure notification system in accordance with 102-3.3.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer 14 calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. Requests for planned lane closures are to be submitted through the Department's Lane Closure Notification System (LCNS). For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

Record information for lane closures, including but not limited to begin and end lane closure times and locations, into the Department's LCNS. Lane closures are to be activated in the Department's LCNS within 5 minutes of placing the first channelizing device and deactivated within 5 minutes removing the last channelizing device associated with the closure.

At the preconstruction conference, submit a request for access to the Department's LCNS to the Engineer. Include the name, email address, level of access required, and a copy of the individual's certification of training for Contractor personnel requiring access to the Department's LCNS. For change of access requests, submit a request to the Engineer at least ten calendar days in advance of when the change is needed.

102-3.3.1 Traffic Pacing: In addition to dates and locations, include a pacing plan outlining the expected equipment and number of traffic control officers required, the proposed traffic pacing lengths and durations, the available existing egresses in the event of an emergency, and a contingency plan in the event of an equipment failure.

102-3.4 Pedestrian and Bicycle Accommodations: Provide accommodations for pedestrians as shown in the Temporary Traffic Control (TTC) plans or as directed by the Engineer. Accommodate pedestrians with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities (i.e., stable, firm, slip-resistant, and free of any obstruction or hazards such as holes, debris, mud, construction equipment, and stored material. When a work operation requires a sidewalk or pedestrian way closure for 60 minutes or greater, provide a pedestrian detour or temporary pedestrian way. Provide and maintain pedestrian detours and temporary pedestrian ways that are ADA-compliant as described above. Provide appropriate signs for advanced notification of sidewalk closures and marked detours. Only approved pedestrian longitudinal channelizing devices may be used to close or delineate a pedestrian walkway.

When called for in the Plans, provide a pedestrian escort operation. A pedestrian escort operation consists of a pedestrian flagger, pedestrian escort, and a safe pedestrian waiting area on each side of the active work zone. Pedestrian flaggers must identify approaching pedestrians and direct them to the waiting area. Pedestrian escorts are to guide waiting pedestrians through the active work zone to the other side following an ADA accessible route. Provide crossing opportunities within 5 minutes of a pedestrian entering the waiting area.

Provide accommodations for the closure of bicycle facilities (i.e., marked bicycle lanes or paved outside shoulders 4 feet or greater in width on non-limited access roadways) as shown in the TTC plans or as directed by the Engineer.

Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative Temporary Traffic Control Plan (TTCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative TTCP and submit to the Engineer. Prepare the alternative TTCP in conformance with and in the form outlined in the current version of the FDOT Design Manual.

Provide a TTCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TTCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TTCP allowing for daytime lane closures for friction course paving. The alternative TTCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

The Engineer's approval of the alternate TTCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TTCP. Obtain the Engineer's written approval before beginning work using an alternative TTCP. The Engineer's written approval is required for all modifications to the alternative TTCP. The Engineer will only allow changes to the TTCP in an emergency without the proper documentation.

The Contractor may propose to extend lane closure times up to one hour in advance of the lane closure start times shown in the Plans for the following conditions:

1. Limited Access roadways with a traffic count of less than 1,300 vehicles per hour per lane
2. Arterials and Collector roadways with a traffic count of less than 1,550 vehicles per hour per lane.

To determine traffic count, record the number of vehicles in the direction of the closure during a 15-minute period. Multiply the number of vehicles by four and divide by the number of lanes in the direction of the closure.

102-5 Traffic Control.

102-5.1 MUTCD: Comply with the requirements in Part 6 of the MUTCD.

102-5.2 Temporary Traffic Control Plan: The Temporary Traffic Control Plan (TTCP) is the portion of the Plans describing the measures to be used for conveying road users through the work zone. Use the TTCP to maintain traffic for the duration of the work.

For situations or field conditions not addressed by the TTCP follow the Standard Plans. For all other applications, comply with the MUTCD and Standard Plans, Index 102-600. Device location or the number of devices, may be adjusted as recommended by the Work Zone Traffic Supervisor and approved by the Engineer.

102-5.3 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.4 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane crossroads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.6 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.7 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.8 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required.

102-5.9 Conflicting Pavement Markings: Remove all existing pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that conflict with temporary paths of vehicles, bicycles, or pedestrians when the conflict will exceed 24 hours. Use any method, other than paint or sprayed asphalt, approved by the Engineer to remove existing pavement markings.

Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will conflict with "the next phase of operation" for vehicle, bicycle, and pedestrian paths as described above, before opening to vehicle or bicycle traffic or use by pedestrians.

102-5.10 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive

Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.11 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-5.12 Work Zone Speed: Use the work zone speed in the TTCP. When field conditions warrant work zone speeds different from those in the TTCP, submit signed and sealed documentation to justify reducing the work zone speed limit to the Engineer for approval, or the Engineer may request the District Traffic Operation Engineer to investigate the need.

Sign work zone speed reductions in accordance with Standard Plans, Index 102600 and the TTCP.

102-5.13 Limited Access Temporary Openings: When required by the Contract Documents, construct temporary openings in accordance with the Standard Plans. Submit a written request identifying the specific locations within the project limits to the Engineer.

Locate temporary openings in areas with adequate sight distance. Do not locate temporary openings with 1.5 miles of interchanges or within 2,000 feet of the acceleration deceleration lanes at rest areas, median openings, other access openings, or other highway service areas. Do not remove existing guardrail or barrier for temporary openings.

Use temporary pavement for the acceleration-deceleration lane surface of the temporary opening. Commercial material may be used for the driveway surface of the temporary opening. Install a gate at the limited access fence and keep the gate locked when the temporary opening is not in use.

Do not use temporary openings to transport materials to or from any other project.

Failure to comply with this Section and the Standard Plans, 102 Series shall be cause for the Engineer to terminate usage of the temporary opening. When the temporary opening is no longer needed, remove immediately and restore the area to pre-construction condition.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Install detectable warnings on temporary ramps in accordance with Section 527.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 14 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 14 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 14 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Commence return of bridge components to the designated storage facility no later than 14 calendar days after the date the detour bridge is no longer needed, unless otherwise approved by the Office of Maintenance. Return the detour bridging at an average of not less than two truckloads per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$20.00 per foot, per day, per bridge, until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian or Bicycle Special Detour: A pedestrian or bicycle special detour is defined as a temporary pedestrian or bicycle way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles,

to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection. Make all equipment necessary to manually operate the traffic signal available to the traffic control officer.
2. When nighttime mobile operations are used on freeway facilities (interstates, toll roads, and expressways) for work within the travel lane.
3. When traffic pacing is called for in the TTCP or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the TTCP or approved by the Engineer.
5. When a Temporary Road Closure is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At no additional cost to the Department, traffic control officers may be used for operations other than those listed above.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g., signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

<https://www.fdot.gov/specifications/specifications-references>.

Pedestrian Longitudinal Channelizing Devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

<https://www.fdot.gov/specifications/specifications-references>.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, temporary tubular markers, and pedestrian longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and must be approved by the Department. Department approved CDSs are listed on the State Construction Office website. CDSs seeking inclusion on the list must meet the requirements of 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS) Requirements: Submit the following documents to the State Construction Office for review and approval:

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:
 - a. The company's owners, stockholders, and officers.
 - b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.
 - c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 102-9.1 with its own forces.
 - d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.
 - e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item I (d) above including the following information:
 1. Project name and number and a brief description of CDS work performed,
 2. Beginning and ending date of CDS project activities,
 3. Location of project (city, state),
 4. Monetary amount of CDS work on project,
 5. Owner of project, contact person and phone number with area code,
 6. Name of Contractor (client) that the work was performed for and phone number with area code.
2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Use work zone signs in accordance with the TTCP and Standard Plans.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Portable signs may be used when the work zone condition will be in place for 24 hours or less, or as approved by the Engineer.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved and a barrier or traffic railing exists, attach work zone signs to barrier or traffic railing in accordance with the Standard Plans. Use Standard Plans, Index 700-012 only when mounting the sign to the top of the barrier or traffic railing places the sign panel closer than two feet from the traveled way.

102-9.3 Business Signs: Use business signs in accordance with the TTCP and Standard Plans. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Use channelizing devices in accordance with the TTCP, Standard Plans, and MUTCD.

102-9.4.1 Cones: Use cones in active work zones where workers are present.

Use cone collars at night designed to properly fit the taper of the cone when installed. Collars may be removeable or attached permanently. Place the upper 6-inch collar a uniform 3 ½-

inches distance from the top of the cone and the lower 4-inch collar a uniform 2-inches distance below the bottom of the upper 6-inch collar.

102-9.4.2 Pedestrian Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL for pedestrian use and meeting the requirements of Section 990 and the Standard Plans. Pedestrian LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. Ballast pedestrian LCDs as shown on the APL.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of ½-inch in any plane.

102-9.5 Temporary Barrier: Use temporary barrier in accordance with the TTCP and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is one inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120.

Install temporary barriers as either anchored or freestanding as shown in the TTCP or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used in lieu of temporary barriers or positive protection the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.5.1 Temporary Barrier Meeting Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.5.1.1: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.5.1.2 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a

plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.5.1.3 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one-inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position. Do not paint repaired barriers.

102-9.6 Barrier Delineators: Use barrier delineators on top of temporary barriers in accordance with the Standard Plans and the requirements of Section 705.

102-9.7 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Use screen systems in conjunction with temporary barrier at locations identified in the Plans.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.8 Temporary Crash Cushion (Redirective or Gating): Use temporary crash cushions in accordance with the details and notes shown in the TTCP, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.9 Temporary Guardrail: Use temporary guardrail in accordance with the TTCP and Standard Plans. Install the temporary guardrail in accordance with Section 536.

102-9.10 Trailer Mounted Devices

102-9.10.1 Arrow Board: Furnish arrow boards that meet the requirements of Section

990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

Use arrow boards in accordance with the TTCP, Standard Plans, and that meet the requirements of Section 990. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Use Type B arrow boards on roadways with an existing posted speed of 45 MPH or less for maintenance and mobile operations on any speed facility. Use Type C arrow boards for all other operations on roadways with an existing posted speed of 50 MPH or greater, and may be substituted for Type B arrow boards on any speed facility.

102-9.10.2 Portable Changeable Message Sign (PCMS): Use PCMSs or truck mounted changeable message signs in accordance with the TTCP, Standard Plans and Section 990 to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists. Reduce the intensity of the flashers when using PCMS at night. Use PCMS with a minimum letter height of 18-inches. For facilities with posted speed limits of 45 mph or less, PCMS with a minimum letter height of 12-inches may be used.

For roadways with speed limits greater than 45 mph, the message displayed on the PCMS must be unobstructed from 800-feet. For roadways with speed limits of 45 mph or less, the message displayed must be unobstructed from 650-feet.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.10.3 Portable Regulatory Signs (PRS): Use PRSs in accordance with the TTCP, Standard Plans, and. Section 990. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.10.4 Radar speed Display Unit (RSDU): Use RSDUs in accordance with the TTCP, Standard Plans and Section 990 to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.11 Temporary Signalization and Maintenance: Provide and maintain temporary signals and signalization at existing, temporary, and new intersections including, but not limited to, the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,

2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Phase and time signals in accordance with the Plans. Obtain approval from the District Traffic Operations Engineer for any timing changes that are either reoccurring or last longer than 24 hours.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide temporary pedestrian signalization in accordance with the TTCP, and maintain pedestrian signalization at existing, temporary, and new intersections.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency.

102-9.11.1 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. The Contractor's Engineer of Record must provide the signal timing for the temporary signals. The District Traffic Operations Engineer must approve the installation and timing of temporary signals prior to beginning work. Adjust timing based on changing field conditions as approved by the Worksite Traffic Supervisor. Submit to the Engineer any timing changes that are reoccurring or last longer than 24 hours for District Traffic Operations Engineer's approval. Temporary signals can either be portable signals or span wire signals and must be listed on the APL. Provide two signal faces for each approach.

102-9.12 Temporary Traffic Detection and Maintenance: Provide and maintain temporary traffic detection at existing, temporary, and new signalized intersections. Ensure that vehicle detectors and systems can detect vehicles in each movement on each approach and call the correct vehicle phase when vehicle demand is present. Ensure adjacent lanes and opposing movements do not place false calls. Provide temporary pedestrian detection in accordance with the TTCP, and maintain pedestrian detection at existing, temporary, and new intersections.

Ensure pedestrian detectors call the correct pedestrian phase when pedestrian demand is present.

Provide temporary traffic detection equipment listed on the APL.

Restore any loss of detection within 12 hours. If permanent traffic detection cannot be restored within 12 hours, provide temporary detection. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the

sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum of three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.13 Existing ITS Maintenance: Provide maintenance at existing ITS locations. Diagnose any loss of functionality within 8 hours. Restore any loss of functionality within 24 hours. The Engineer may extend the allowable downtime beyond 24 hours. Configure and install Department furnished equipment as necessary. Ensure that all stand-alone functions of replaced ITS devices are tested as detailed in the Contract Documents and as approved by the Engineer. Perform the test in the presence of the Engineer.

102-9.14 Truck Mounted Attenuators and Trailer Mounted Attenuators: Use truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations and Standard Plans.

For existing posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For existing posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

102-9.15 Temporary Raised Rumble Strip Set: Use temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable striping type or a portable type. Use a consistent type and color throughout the work zone.

102-9.16 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,

3. In the event of an AFAD malfunction, restore normal flagging operations with flaggers or immediately cease the flagging operation and reopen the roadway.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.17 Temporary Lane Separator: Use temporary lane separators (asphalt or portable) in accordance with the TTCP and Standard Plans.

When using portable temporary lane separators, anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

Repair any damage to the existing pavement caused by the removal of temporary lane separator.

102-9.18 Type III Barricades: Use type III barricades in accordance with the TTCP and Standard Plans. Ensure stripes are sloping downward in the direction road users are to pass. Mount sign panels in accordance with the manufacturer's instructions. Do not place ballast on any rails, or higher than 13 inches above the driving surface. Do not splice the retroreflective sheeting.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500-

feet or less, if it is done in a neat accurate manner.

102-10.3.2 Retroreflectivity: Apply white and yellow removable tape pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/m²/lx for white and not less than 250 mcd/m²/lx for yellow markings. Black portions of contrast tapes and black masking tapes must have a retroreflectance of less than 20 mcd/m²/lx.

Measure, record and certify on the Department approved form and submit to the Engineer, the retroreflectivity of white and yellow removable tape pavement markings in accordance with FM 5-541, Part A.

102-10.3.3 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs, certified as installed/used on the project and properly maintained, will be paid per linear foot per day. Placement of pedestrian LCDs at locations not shown in the TTCP, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.8 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.9 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier. Include the cost for barrier delineators in the cost of the barrier.

102-11.10 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.11 Temporary Crash Cushions: No separate payment will be made for the concrete or asphalt pad.

102-11.11.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.11.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.13 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for up to two inactive days where the arrow board is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

102-11.14 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning 14 working days before Contract Time begins as authorized by the Engineer. Payment will be made for up to two inactive days where the portable changeable message sign is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

102-11.15 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign. Payment will be made for up to two inactive days where the portable regulatory sign is used on the two days preceding and following the inactive days as authorized by the Engineer.

Payment for additional days may be authorized by the Engineer due to inclement weather.

102-11.16 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion

thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit. Payment will be made for up to two inactive days where the radar speed display unit is used on the two days preceding and following the inactive days as authorized by the Engineer.

Payment for additional days may be authorized by the Engineer due to inclement weather.

102-11.17 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.18 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.19 Existing ITS Maintenance: For existing ITS locations, the certified quantity to be paid for will be the number of calendar days from Contract Time start to Final Acceptance.

102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied and certified as installed/used on the project. Payment for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) will be included in Maintenance of Traffic, lump sum.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted. The cost of any pavement repairs due to removal is included in the cost of Maintenance of Traffic, lump sum.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:

The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-11.26 Type III Barricades: The number of type III barricades certified as installed/used on the project will be paid for at the Contract unit price for type III barricades.

102-11.27 Limited Access Temporary Openings: Include all construction, maintenance, removal, and restoration costs of temporary openings in Maintenance of Traffic, lump sum. No separate payment will be made for commercial material, gates, or fence.

102-11.28 Pedestrian Escort Operation: The quantity to be paid for will be at the Contract unit price per hour for the actual number of pedestrian flaggers and pedestrian escorts certified to be on the project site. Payment will be made only for those pedestrian flagger and escorts as specified in the Plans and authorized by the Engineer.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.8 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.9 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.10 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.11 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.12 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.13 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable

changeable message signs.

102-13.14 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.15 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.16 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.17 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.18 Existing ITS Maintenance: Price and payment will constitute full compensation for diagnosing, troubleshooting, configuring, installing, operating, maintaining, and removing existing ITS devices including all auxiliary equipment and device components. Payment will be withheld for each day when the ITS device is not operational within the allowable downtime, beginning at the time of notification. Payment will not be withheld for days of delay when the Department or Maintaining Agency is unable to furnish the replacement ITS device to the Contractor.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost

to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Type III Barricades: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the type III barricades.

102-13.26 Pedestrian Escort Operation: Price and payment will be full compensation based on the number of hours the flaggers and escorts are utilized.

102-13.27 Payment Items: Payment will be made under:

Item No. 102-1-	Maintenance of Traffic – lump sum.
Item No. 102-2-	Special Detour – lump sum.
Item No. 102-3-	Commercial Material for Driveway Maintenance – per cubic yard.
Item No. 102-4-	Pedestrian or Bicycle Special Detour – lump sum.
Item No. 102-5-	Pedestrian Escort/Flagger – per hour.
Item No. 102-14-	Traffic Control Officer – per hour.
Item No. 102-30-	Temporary Highway Lighting – lump sum.
Item No. 102-60-	Work Zone Sign – per each per day.
Item No. 102-61-	Business Sign -each.
Item No. 102-62-	Barrier Mounted Work Zone Sign – per each per day.
Item No. 102-71-	Temporary Barrier – per foot.
Item No. 102-75-	Temporary Lane Separator – per foot.
Item No. 102-73-	Temporary Guardrail – per foot.
Item No. 102-74-	Channeling Devices
Item No. 102-76-	Arrow Board – per each per day.
Item No. 102-78-	Temporary Raised Pavement Markers – each.
Item No. 102-81-	Temporary Crash Cushion, Gating – per location.

Item No. 102-89-	Temporary Crash Cushion, Redirective – per location.
Item No. 102-94-	Glare Screen – per foot.
Item No. 102-99-	Portable Changeable Message Sign – per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance – per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance – per intersection per day.
Item No. 102-112-	Existing ITS Maintenance – per day.
Item No. 102-115-	Type III Barricade – per each per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign – per each per day.
Item No. 102-150-	Radar Speed Display Unit – per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips – per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.

(REV 1-20-25) (FY 2026-27)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24-hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects

with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24-hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

<https://www.fdot.gov/specifications/specifications-references>.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

<https://www.fdot.gov/specifications/specifications-references>.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit “Each Day (ED)” and “Hour (HR)” will be defined as follows:

1. Time for “Each Day” will be calculated in 24-hour increments starting at the time specified in the Work Document.
2. “Hour” rates will be paid in increments of 1-hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.29 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.30 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.27 is deleted and the following substituted:

102-13.27 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following:

102-13.28 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.29 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

LITTER REMOVAL AND MOWING.**(REV 8-19-21) (FY 2026-27)****SECTION 107 is deleted and the following substituted: 107-1 Description.**

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conducive to large machine mowing equipment with a 3-inch horizontal to 1-inch vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3-inch horizontal to 1-inch vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3-inch horizontal to 1-inch vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3-inch horizontal to 1-inch vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately 14.

Complete each litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within (to be determined by the engineer) calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Slope Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Intermediate Machine Mowing	<u>11</u> cycles (<u>N/A minimum</u> cycles)
Small Machine Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Mow Wildflower plots approximately	<u>N/A</u> times per year
Manual Weed Control	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4-inches to 12-inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all

service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation, Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

107-6.2 Mowing: Mow all grass and vegetation to a height of 6-inches plus or minus ½-inch. Mow grass and vegetation to a height of 4-inches plus or minus ½-inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

Item No. E107 - 1-1 Litter Removal - per acre.

Item No. E107 - 2-1 Large Machine Mowing - per acre

Item No. E107 - 2-2 Slope Machine Mowing - per acre

Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
Item No. E107 - 2-4 Small Machine Mowing - per acre
Item No. E107 - 2-5 Manual Weed Control

ROAD AND BRIDGE SWEEPING.

(REV 8-1-13) (FY 2026-27)

**The following new Section is added: SECTION 110-31 ROAD AND BRIDGE SWEEPING
110-31.1 Description.**

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches), outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

110-31.2 Frequency of Sweeping.

Mechanically sweep specified areas approximately 12 times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within (to be determined by the engineer) calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of (to be determined by the engineer) and (to be determined by the engineer).

Submit sweeping schedules to the Engineer for approval.

110-31.3 Safety.

Provide Maintenance of traffic in accordance with Section 102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicles will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

110-31.4 Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or their representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

110-31.5 Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

110-31.6 Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

110-31.7 Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and Local Rules and Regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

110-31.8 Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that cannot be picked up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

110-31.9 Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

A second unit of measurement will be required from the Contractor. The cubic yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than

12 inches in width, outside and median paved shoulders, concrete barriers, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

110-31.10 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

EDGING

(REV 7-12-19) (FY 2026-27)

The following new Section is added: SECTION 110-32 EDGING

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately 6 times per year. Complete each cycle within (to be determined by the engineer) calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) (to be determined by the engineer) be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.