

C6

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
February 8, 2016

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston, Councilperson Dora Smith.

Members Absent: None

Others Present: City Manager Julian DeLeon, Administrative Services Director/City Clerk Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

Mary Streiker, Poppy Chairman, American Legion Auxiliary Unit #69, presented to the Council the History of Poppy Month and the significance of the Poppy flower to veterans.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to declare February Poppy Month. Motion passed unanimously.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve consent agenda as presented by City Manager Julian DeLeon. Motion passed unanimously.

City Manager Julian DeLeon relayed information on Classic Caladium, regarding a conflict that could determine whether Classic Caladium owes three (3) years lease. In 2007 the airport CRA Board authorized the non-payment of the lease but the final decision rests with Council not the CRA Board. Council requested City Attorney Gerald Buhr to perform research on the issue and come back to Council with a recommendation.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilwoman Dora Smith to allow City Attorney Gerald Buhr to research Classic Caladium issue and bring back a recommendation to the City Council. Motion passed unanimously.

Extension of Agreement #2011REV0009-B Lake Tulane BMP's for construction:

Motion made by Deputy Mayor Brenda Giles, seconded by Councilman Terry Heston, to authorize Mayor Sharon Schuler and the City to enter into the contract with SWFWMD as presented. Motion passed unanimously.

Extension of Agreement #2012REV0001B Lake Isis BMP's for construction:

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to authorize Mayor Sharon Schuler and the City to enter into the Contract with SWFWMD as presented. Motion passed unanimously.

Extension of Agreement #2010REV0014B Lake Isis BMP's for design, permits, eng. Etc.

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to authorize Mayor Sharon Schuler and the City to enter into the Contract with SWFWMD as presented. Motion passed unanimously.

Engineering Service Contract Required Addendum for FDOT Central Ave. Project:

Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to approve addendum for FDOT as presented. Motion passed 4 to 1 with Mayor Sharon Schuler abstaining because her husband does business sometimes with Polston engineering company.

Interlocal with Highland's County for Recreation funding of \$110,000.00:

City Attorney Gerald Buhr objected to paragraph 9.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve the interlocal agreement as presented. Motion passed unanimously.

Acceptance of Polston Eng. Design Proposal for FDOT design requirements for N. Central Ave.:

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve acceptance of Polston Eng. Design as presented. Motion passed 4 to 1 with Mayor Sharon Schuler abstaining because her husband does business sometimes with Polston engineering company.

Annual Infrastructure Construction agreement/Excavation Point:

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to accept the Annual Infrastructure Construction agreement with Excavation Point as presented. Motion passed unanimously.

Appointment of City Manager, HR Manager, Public Safety Director and Admin Resources Manager as Evaluation Panel for RFP 16-02 Financial Auditing.

Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles accept four City Employees as Evaluation Panel for RFP 16-02, Financial Auditing. Motion passed unanimously

Meeting adjourned at 6:35 PM

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

VOLUNTEER APPLICATION

(C7)


RECEIVED
1-27-14 *DB*

CITY OF AVON PARK ADVISORY BOARDS AND COMMISSIONS

Thank you for your interest in serving the City of Avon Park. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply:

- | | |
|--|--|
| <input type="checkbox"/> Airport Committee | <input checked="" type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Building Board of Adjustment & Appeals* | <input type="checkbox"/> Planning & Zoning Commission* |
| <input type="checkbox"/> Citizen's Advisory Task Force | <input type="checkbox"/> Pension Boards* |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Police |
| <input type="checkbox"/> Code Enforcement Board* | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Community Redevelopment Agency | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Contractor's Competency Board* | <input type="checkbox"/> Senior Center Advisory Board |
| | <input type="checkbox"/> Zoning Board of Adjustment* |

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES. (Within 30 days of date of appointment.)

1. Personal

Name William L. Day Jr Driver's License # D000932574661

Address 30 W.Lagrande St

Home Tel. # 863-657-2640 Business Tel. #

Are you a registered voter in Avon Park? yes no

How long have you been a resident of Avon Park? 3 years

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If so, when and which Board?

2. References - Please list 3 references (Business and/or Personal)

John Dumas 114 S. Central Ave. Avon Park, Fl. 863-443-0400
Name, address and telephone number

John Hahn 2713 Walden Rd Avon Park, Fl 863-873-1894
Name, address and telephone number

John Hahn 2713 Walden Rd Avon Park, Fl 863-873-1894
Name, address and telephone number

3. Education

High School

Date Graduated

College

Date Graduated

Other

Degree

4. Work Experience

5. Interests/Activities

6. Community Involvement

7. Why do you desire to serve on this/these Board(s)?

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve if appointed.

Signature

Date

NOTE: If you have any questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Manager's Office 452-4403.

Please return this form to the City Manager's Office, 110 E Main Street, Avon Park, FL 33825 between the hours of 8:00 a.m. and 5:00 p.m.

Allison Jacobs

From: Julian Deleon
Sent: Tuesday, February 16, 2016 11:42 AM
To: Allison Jacobs
Subject: RE: Budget Adjustment

Needed funds to build both wells in FY 2015/2016

From: Allison Jacobs
Sent: Tuesday, February 16, 2016 11:27 AM
To: Julian Deleon <jdeleon@avonpark.cc>; Maria Sutherland <sutherland@avonpark.cc>; Bonnie Barwick <bbarwick@avonpark.cc>; Danielle Phillips <dphillips@avonpark.cc>
Cc: Beatriz Ramirez <bramirez@avonpark.cc>
Subject: RE: Budget Adjustment

What do I put in the description?

From: Julian Deleon
Sent: Tuesday, February 16, 2016 11:18 AM
To: Allison Jacobs <ajacobs@avonpark.cc>; Maria Sutherland <sutherland@avonpark.cc>; Bonnie Barwick <bbarwick@avonpark.cc>; Danielle Phillips <dphillips@avonpark.cc>
Cc: Beatriz Ramirez <bramirez@avonpark.cc>
Subject: Budget Adjustment

Allison, we need this for the packet. Please prepare it, and give it to Maria or Bonnie.

401-0801-536.63-18	IMPROVEMENTS / MUNICIPAL WELLS	+232,000
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401-0751-535.63-52	IMPROVEMENTS / WWTP EFFLUENT POND	-100,000
401-0801-536.63-16	IMPROVEMENTS / FIRE HYDRANT REPLACEMENT	-60,000
401-0751-535.63-36	IMPROVEMENTS / LIFT STATION PROJECT	-60,000
401-0801-536.12-00	WATER/SEWER COM SVCS / REGULAR SALARIES & WAGES	-12,000

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RESOLUTION 16-05

**A RESOLUTION OF THE CITY OF AVON PARK
REQUESTING THAT THE COUNTY COMMISSION
INCLUDE THE CITY OF AVON PARK WITHIN THE
COUNTY FIRE SERVICE BOUNDARIES; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Manager is authorized and directed by the City Charter to make recommendations regarding the City's finances; and,

WHEREAS, the Highlands County Board of County Commissioners have endeavored a County-wide Fire and EMS Needs Assessment report (as referenced in Exhibit "A") with recommendations resulting in improving coordination and system performance for both Fire and EMS services that the City Council of Avon Park supports; and,

WHEREAS, the City Manager has been made aware through City and IAFF Union negotiations that the Union has commissioned a fire services study of the City's increased City Limits, and the City's current fire staffing level and current location relative to the City's corporate boundaries; and,

WHEREAS, the City Manager has the opinion that such a Fire Union commissioned study is intended to state that additional fire stations and personnel will be required; and any added staffing or capital construction of stations will carry a massive fiscal impact to the City's residents and businesses; and,

WHEREAS, the City Manager, upon review of the City's finances and impending financial challenges associated with the City's fire department, along with the economies of scale enjoyed by Highlands County's much larger, more comprehensive, and more financially stable fire

services requiring \$25 per single family residence fire rates, recommends that the City Council request the opening of discussions with the County for the inclusion of the City territory within the Highlands County fire service territory;

WHEREAS, the City Council have considered the City’s finances and the benefits of economies of scale provided by the County fire services; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA, as follows:

1. The City Council does hereby request that the Highlands County Commission consider including the City of Avon Park within the County’s fire service boundaries at the same rate as county residences, to supplement the fire-rescue services already provided to the City. If the Highlands County Commission agrees, the Council hereby directs the City Manager to open discussions with the County staff to accomplish that objective, if the objective can be reached in a mutually beneficial manner.
2. This resolution shall be effective immediately upon passage.

The vote was: _____ Yeas _____ Nays _____ Absent

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below.

=====

This Resolution was read at the regular special session of the City Council dated the ____ day of _____, 2016. The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Councilmember/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember /Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By: _____

Maria Sutherland, City Clerk

By: _____

Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald Buhr, City Attorney

EXHIBIT "A"

December 2015

Fire and EMS Needs Assessment

Draft Executive Summary



Highlands County, Florida

Prepared by:



FITCH & ASSOCIATES, LLC

2901 Williamsburg Terrace #G ■ Platte City ■ Missouri ■ 64079

816.431.2600 ■ www.fitchassoc.com

CONSULTANT REPORT

HIGHLANDS COUNTY FIRE & EMS NEEDS ASSESSMENT

EXECUTIVE SUMMARY

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Executive Summary

Report Structure

Highlands County, FL initiated a sealed-bid procurement process for a consultant to conduct a needs assessment for both the fire and EMS services within the unincorporated County, where 78% of the population resides. This study did not include the cities of Sebring and Avon Park. This process resulted in the selection of Fitch & Associates, LLC to conduct the study and a contract was signed February 13, 2015.

A combination of multiple onsite visits, structured interviews, direct observations, document reviews, budget analyses, and quantitative, temporal, and geospatial analyses were utilized to drive recommendations.

This report is structured into three sections; executive summary, presentation slide deck, and a data and geospatial report. The data and geospatial report provides greater depth and breadth of the information analyzed. The presentation slide deck reproduces pertinent data aligned with the observation or recommendation for greater clarity.

Finally, the presentation provides independent analyses of EMS and Fire Services, as applicable, and also provides alternatives with greater coordination between these services. Recommendations are provided with a brief explanation and are sorted by the relative priority of the recommendations to assist the County in prioritizing chosen alternatives.

General Observations - EMS

The Highlands County EMS Department is providing quality services to the community and is operating efficiently and effectively within the unique community profile that exists within Highlands County. The EMS department is funded through transport revenues and the County's general fund. The EMS Department's leadership has a deep understanding of providing EMS services and has the structures and systems in place to appropriately support the field operations.

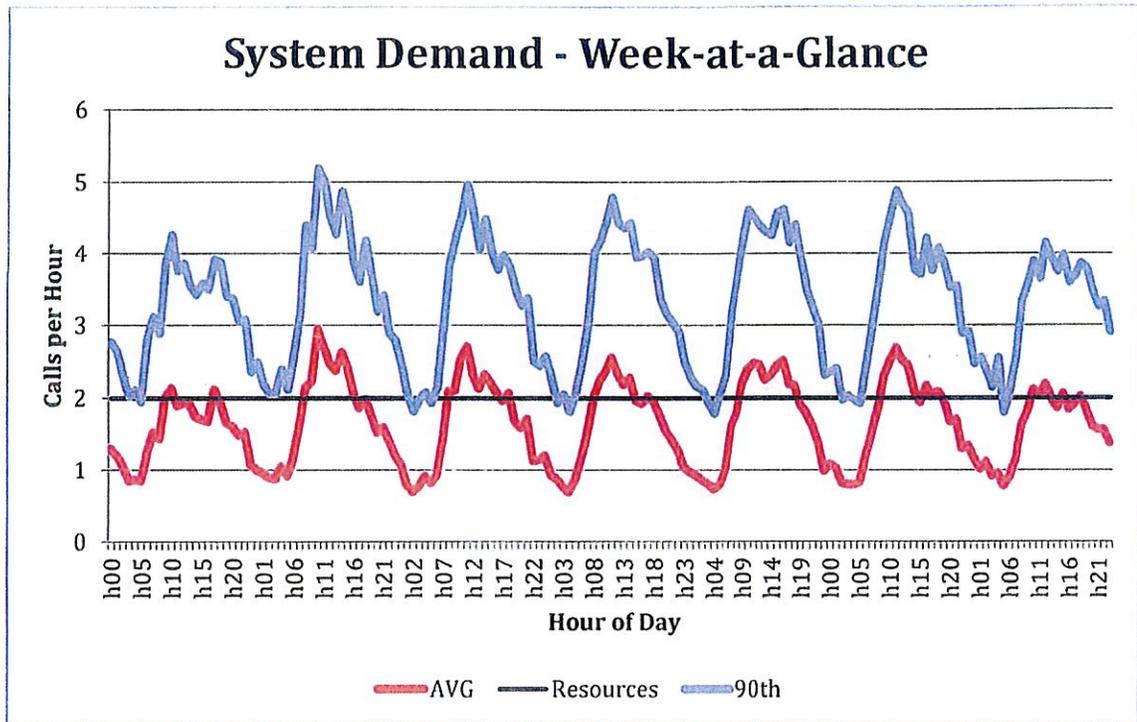
Currently, the EMS department operates eight (8) ambulances 24 hours a day 7 days a week out of seven (7) fixed facilities. In 2014, the EMS department was dispatched to over 14,000 requests for service and had nearly 17,000 unit responses with a total response time of 12.5 minutes or less 90 percent of the time.

EMS Priority 1 Recommendations

Considering the current system design with the designated EMS zones, service delivery is stressed to continue to have units available to cover both the geographic responsibilities of the county and the demand for services. For example, GIS analyses indicates that the current travel time performance, the time from when the units are enroute to an incident until they arrive on scene, is 10 minutes or less 90% of the time and can be maintained with six (6) fixed facilities. However, in order to maintain reasonable availability to cover the geographic areas, three additional units are needed to cover the demand for services. This would indicate that a total of nine (9) ambulances are necessary to maintain a 10-minute travel time and cover the demand for services.

The figure below illustrates that the system is unable to meet both the geographic requirements and the demand for services for the peak period of the day from 8 am until approximately 8 pm for five of the seven days per week. The solid black line indicates the number of units currently deployed for system demand at two (2), the 7th and 8th units in the system. Each time the “red” line is above the solid “black” line the average system demand is exceeding existing resources.

Placing a 12-hour ambulance in service rather than a full 24-hour truck is an efficient solution.



In addition, national best practice for EMS incidents is to perform at 60 seconds (1 minute) or less 90% of the time for turnout time. Turnout time is measured from the time the crews are notified of a call until they are enroute to the call. Currently, the overall performance of the EMS Department is 2.1 minutes at the 90th percentile.

Therefore, through specific performance management, the turnout time could be reasonably reduced by 1 minute translating to a correlated improvement in total response time with no associated system costs for the improvement.

Recommendation #1:
Place an additional ambulance in-service to optimally cover the demand for services. This 9th unit could be operated as a 12-hour peak-load unit, if desired.

Recommendation #2:
Improve turnout time to reflect best practice and national recommendations from the National Fire Protection Association and the Commission on Fire Accreditation International.

The dispatch (emergency communication center) center is a vital resource for the efficient and effective deployment of field resources. The dispatch center identifies the nature of the problem, captures the incident addresses, and dispatches the appropriate field units. The dispatch center's Computer Aided Dispatch (CAD) program and the processes and procedures utilized within the dispatch center are essential to the user group's capability to manage a highly efficient and performance based service. Data analyses found several key data points that were not currently being utilized within the system that would be highly beneficial to the County and EMS Department.

First, the dispatch center does not capture the individual unit responses past the first arriving unit. For example, when multiple units are sent to an incident, only the first arriving unit has the elements of time associated with the record in the CAD system. This limitation does not allow the system to evaluate the individual performance for the 2nd unit and beyond such as response time and time on task.

Second, the dispatch center places the ambulances "available" upon arrival at the hospital. System inefficiencies may be present as the units are potentially subject to another call where they may be delayed responding and the EMS management has no manner to monitor the impact of emergency receiving facility delays on the EMS system. Hospital delays can inadvertently cause the County to fund additional units to overcome the inefficiencies introduced into the system but the current system does not afford EMS management the capability of evaluating the impact through the CAD records. Similarly, the individual unit performance cannot be monitored, potentially introducing inefficiencies into the system.

Third, the dispatch center does not create a call disposition data element in the CAD for EMS calls that would indicate whether it the call resulted in a patient transportation to the hospital. In other words, the CAD system does not identify if the EMS call resulted in a patient transport or accepted a refusal on scene. The combined effect of placing the unit available upon arrival at the hospital and lack of identification of patient transport limits the capability to fully understand the time on task and workload of the system.

Fourth, the dispatch center does not have a call disposition for "cancelled enroute". The effect is that there are calls in the CAD system where it appears a unit was dispatched to a call yet never arrived. In the EMS system this is a relatively small percentage, but is more pronounced in the Fire Service data.

Finally, it would be beneficial to the system to fully implement Automatic Vehicle Locator (AVL) technologies in the EMS system to better ensure that the closest and most appropriate apparatus is assigned to each request for service.

Recommendation #3:

Update the dispatch process to allow for the tracking of individual unit responses.

Recommendation #4:

Update the dispatch process to capture the “at-hospital” time and the “available” time to allow the EMS agency to monitor delays at the emergency receiving facility as well as manage a highly efficient field operation.

Recommendation #5:

Update the dispatch process to create a CAD data element indicating if the EMS call resulted in a patient transportation.

Recommendation #6:

Update the dispatch process to create a CAD data element indicating if the EMS call was cancelled enroute.

Recommendation #7:

Fully operationalize the utilization of the Automatic Vehicle Locator (AVL) system to allow the EMS department to ensure closest unit dispatching for optimal system performance.

The FITCH team directly observed and inspected each of the fixed facility EMS stations currently in operation. Overall, the condition and design of the facilities were not commensurate with the national experience. While the general cleanliness maintained by the individual crews was commendable, the conditions of the facilities were not desirable or at a level that mirrored the professionalism of the Department.

The County indicated that newer facilities would include a larger footprint that may accommodate multiple apparatus and personnel. It is highly recommended that this practice be continued as it is anticipated that future demands for service will increase over the useful life of the facilities.

Recommendation #8:

Prioritize capital improvement planning for maintaining, refurbishing, and replacing fixed facilities.

Recommendation #9:

As facilities are replaced or refurbished, larger facilities should be considered that could accommodate multiple units and personnel, and provide protection and security of apparatus.

Recommendation #10:

The County is encouraged to expand the practice of collocating facilities with the fire service operations where applicable.

Revenues from EMS patient transportation services account for the majority (54%) of the revenues that fund the EMS Department. The billing operations are outsourced with satisfactory results. However, comparisons with the Medicare/Medicaid allowable costs for services indicates that the County rate structure is lower than allowable costs for emergency ALS and BLS transportation services as well as the mileage. Typically, agencies follow a rule of thumb of charging 150% of the Medicare allowable costs.

In addition, the County is encouraged to evaluate the rate structure for interfacility transports. The rates are lower than the allowable costs and may introduce compliance inquiries. Similarly, policies concerning the write-off or waiving of co-payments may best be applied uniformly.

Recommendation #11:

Update patient transportation and mileage rates to reflect, at a minimum, the allowable costs for Medicare.

Recommendation #12:

Evaluate the interfacility rates established to ensure compliance with Medicare.

Recommendation #13:

Evaluate the policy and practices associated with writing off or waiving co-payments.

EMS Priority 2 Recommendations

The future of emergency medical services may very well include a robust non-emergency capability to treat chronically ill patients at home, treat and release lower acuity medical and trauma related calls at the home or onscene without transport, and patient destination alternatives other than emergency receiving facilities.

Highlands County's socioeconomic profile may benefit from increased access to care and other alternative programs such as mobile integrated health care or community paramedicine. It is recommended that the County EMS Department begin to evaluate the efficacy of beginning such programs within the County by reaching out to external stakeholders of the Department such as the hospitals, accountable care organizations (ACO), and health services.

The traditional revenue models that have historically supported EMS are changing and moving from a fee-for-service model to reimbursement based on quality of services that includes differentiated care. One essential element is the ability to differentiate or triage patients at the dispatch center so that care can be directed to the appropriate resource. The appropriate resource may not be the EMS department as it could be a nurse hotline or mental health services.

Alternatives notwithstanding, implementing a priority dispatch system will allow the EMS department to function more efficiently within its current operations. Examples may include the ability to respond non-emergency to minor incidents reducing risk to both the citizenry and the EMS personnel.

Recommendation #14:

Consider adopting and implementing a call triage or priority dispatch process for the dispatch center to align resource allocation to call severity.

Recommendation #15:

Consider exploring opportunities to provide alternative care models such as mobile integrated healthcare or community paramedicine.

The Department is encouraged to expand the parameters for determining the need for apparatus replacement schedules. A combination of years of service, mileage, and repair history may provide a more robust method of determining replacement schedules.

Recommendation #16:

Consider utilizing a combination of years of service, mileage, and repair costs to determine replacement schedules.

Finally, the EMS Department may have some opportunity to realign the organizational structure. Some redundancy in supervisory capacity may exist within the current structure. A new organizational design is offered for the County and Department's consideration that would upgrade one of the shift supervisors to the rank of Battalion Chief that would be commensurate with other emergency service agencies. The recommended organizational structure would eliminate the other shift supervisory position and create a 40-hour Medical Quality Supervisor. The net effect may serve to streamline organizational structure and communication, provide additional emphasis on quality assurance and quality improvement, and have the opportunity to reallocate FTEs towards the implementation of the additional ambulance.

Recommendation #17:

Consider limited reorganization of the EMS Department to reflect an upgrade of three supervisors to Battalion Chiefs, establishing one 40 hour Medical Quality Supervisor, and the elimination of three shift Medical Supervisor positions. Positions and personnel could be utilized to offset costs of implementing an additional unit and attrition over time.

General Observations – Fire Services

Fire services are provided through 10 fire special benefit districts for the unincorporated areas of Highlands County serving nearly 80% of the county's population. The cities of Sebring and Avon Park provide their own municipal services

independent of the County. The 10 fire districts are funded through non-ad valorem parcel assessments, collecting approximately \$1.6 million in revenue, and are overseen by the Board of County Commissioners and supported by the Highlands County Fire Services' office. The Fire Services Director and staff provide direction, budgeting, finance, training, fire prevention, and other support services for the Districts.

The 10 fire departments currently operate out of 17 fixed facility fire stations distributed throughout the county. In 2015, there were reported to be 186 active volunteers with 153 qualified to operate in "exclusionary or hot zones". In total, the 10 fire departments responded to 1,725 requests for service where 880 of the incidents were responded to with the EMS department and 845 were handled by the fire department. The 10 fire departments combined responded to 90% of the incidents in 18.8 minutes or less. Individual department performance ranged from 16.7 minutes to 31.8 minutes at the 90th percentiles.

Overall, the volunteer firefighting forces are community members dedicated to providing emergency services to the communities they serve and are providing quality services while facing many of the challenges inherent in providing volunteer services today.

However, onsite observations and structured interviews provided a general overtone of a lack of trust, communication, and coordination between all aspects of the emergency response system. In part, this is likely the long-term result of a fragmented delivery system that includes variability and disparity in funding strategies, resource allocation, and capacity.

In addition, the Fire Service Director's office is challenged to achieve the requisite accountability and support for 17 fire stations, 10 fire departments, and 185 firefighters, apparatus and equipment. Contributing to the challenge of the general effectiveness in oversight is the "blurring" of the lines of authority between the County and Fire Districts.

An obvious example is the plan to build an EMS station across the street or adjacent to an existing fire station that the County maintains as an asset and insures. The parties could not agree to allow the EMS department to occupy during the demolition and construction of the new facility let alone collocate. Currently, county

“fire” employees work at the facility 40-hours per week, however, the decision model concerning county “EMS” employees was not viewed through the same lens.

The majority of the recommendations offered are associated with realigning the County’s capability to provide quality, reliable, accountable, and sustainable services.

Fire Services Priority 1 Recommendations

The Board of County Commission (BOCC) is the ultimate authority for the provision of fire services in the unincorporated areas of the county where nearly 80% of the population resides. As designed, the fire districts may have advisory boards to advise the BOCC, but the County approves assessments, approves budget expenditures, maintains capital items as assets, and insures human and fiscal resources. In addition, the County pays for employee physicals, background checks, drug testing, motor vehicle checks, blood borne pathogen disposal, and some training materials and instructor certifications.

The County also funds up to eight (8) firefighters that are designed to work at four (4) of the fire districts, however, only two of the departments have hired and expended the funds. While these personnel are county employees, there is some ambiguity as to whom they report: to the Fire Services Director or the local Fire Chief.

Similarly, the County funds and approves expenditures for capital items such as the fire stations, fire apparatus, and equipment in addition to maintaining ownership and insuring these assets. However, differing views exist between the Fire Districts and the County on this issue. The net result of the system ambiguity is that many of the fire stations were in ill repair and routine care and cleanliness has been grossly neglected.

Therefore, it is recommended that a collaborative and systematic process is undertaken to establish clear lines of authority on all aspects of the fire service delivery model and have the results codified in some manner for sustainability and succession planning.

Finally, it is highly recommended that a Volunteer Battalion Chief position is created that reports directly to the Operations Chief and serves as a representative from the Volunteer Chiefs Association to participate in staff and management decisions adding credibility and improving both communications and trust in system decisions.

Recommendation #18:

Systematically evaluate the fire services system to define lines of authority, accountability, and responsibility for management, training and certification, facilities, apparatus, and equipment between the County and the Fire Districts.

Recommendation #19:

Identify management processes for and prioritize capital improvement planning for maintaining, refurbishing, and replacing fixed facilities.

Recommendation #20:

When rebuilding or replacing fire stations, the County is encouraged to consider designing fire stations with capabilities to house multiple personnel for 24-hours at a time. This will provide all options for future changes in service demands as well as accommodate personnel for longer duration events such as hurricanes.

Recommendation #21:

Create a Volunteer Battalion Chief position that reports directly to the Operations Chief to ensure that the Volunteer Chiefs have appropriate representation and participation in the staff and management decisions related to fire services.

Due to the challenges of a somewhat fragmented fire service delivery model, the County is challenged to maintain accountability of services and cost controls from a system perspective. For example, the collective system has accumulated excess capital for the demands of the system. In total, there are 16 fire engines, 12 tankers, 26 brush trucks, and 2 aerial trucks. The individualized approach to purchasing and budgeting by each fire district has reproduced the excess capital in other equipment as well, such as SCBAs.

The incremental approach to purchasing that is primarily driven by the individual fire districts has created a variable and disparate approach to resource allocation as well. For example, one fire district may be replacing a 10-year-old piece of apparatus while another fire district is still using apparatus that is 20 or more years old. Following this example, the long-term effects have resulted in 46% of the fleet of apparatus in the County being out of compliance for front line service according to National Fire Protection Associations (NFPA) recommendations and 14% should be taken out of service immediately. This process outcome is replicated with SCBAs as 3% should be

taken out of service immediately and nearly 42% of the SCBA are 14 years old or older approaching their useful life. Best practice is to replace SCBA every 10 years.

In conjunction with other initiatives, it is imperative that a comprehensive management system is designed and implemented to capture the requisite elements to ensure compliance of apparatus and personal protective equipment.

Recommendation #22:

Improve the internal processes and oversight to provide the Board of County Commissioners greater capacity to control system costs and resource allocation.

Recommendation #23:

Ensure that firefighter apparatus such as fire engines and ladder trucks are compliant with national recommendations and best practices for safety.

Recommendation #24:

Ensure that personal safety equipment such as SCBA and PPE is compliant with national recommendations and best practices for safety.

Recommendation #25:

Implement a standardized procurement process to ensure standardization of apparatus, SCBA, and PPE utilized.

Recommendation #26:

Develop and implement a management system to ensure compliance of apparatus, SCBAs, and PPE assets held by the County.

The current fire services delivery system provides variable performance. While some variability in performance is driven by the geographic coverage areas within each district and the reasonableness to provide urban services in low-density rural areas, the response time varies from 16.7 minutes to 31.8 minutes across the districts.

One of the primary drivers to the variability of response time is the variability in individual district performance in assembling crews to respond. The turnout time, the time from when the station is alerted to a call until the time they are responding, varies from 7.1 minutes to 17.4 minutes at the 90th percentile. In addition, the

percentage of calls that each department was dispatched to and didn't arrive on scene varies from 16.7% to 45.1%.

In a volunteer system, the most common explanation for this is that personnel never arrived to staff the units and respond to the incident. While the analysis categorized these calls as "no shows", adopting this from the intuitive feedback from the field interviews, the possibility exists that a percentage of these calls were units that were cancelled enroute to the call. However, the dispatch center does not have a call disposition to indicate if a unit was cancelled enroute to the call for a more precise measure. Statistically, it would be expected that there would be limited variability in the proportion of cancelled calls across the agencies. In other words, most districts should have a relatively similar experience in cancelled calls thus placing greater emphasis on the possibility of no unit arriving on scene. Comparatively, EMS was classified without an onscene arrival less than 4% of the time.

It is recommended that reasonable performance measures such as the expected turnout time, total response time, number of personnel responding, and the percentage of no-response incidents is established. The process should include agreed upon methods for measuring and ensuring accountability and the process for corrective support.

Recommendation #27:

Implement reasonable performance measures across the fire districts in an effort to limit service variability across the districts.

Fire service training is primarily delivered from the Fire Service Director's Supervisor of Training. The County staff is the primary provider of minimum standards (Firefighter 1 Level), first responder, and in-service training for the districts for topics such as pump operator, driver training, extrication, and communications. Additional in-service and ISO required training is facilitated by each independent district.

The current training staff is challenged to support the total of system needs, especially with the addition of the Firefighter Credentialing program. The county only tracks minimum training requirements and the training delivered is not uniform across the agencies. For example, some districts may request multiple training opportunities from the County staff and other districts may not request any. The

limited training staff has led to the training program to become largely user driven rather than curriculum driven or needs based.

It is recommended that the training division receive an additional FTE training officer to support the countywide needs and to develop a cohesive, standardized, accountable, competency-based training program. In addition, a comprehensive management system must be developed to account for all trainings and certifications received regardless of the provider.

Finally, the Florida Bureau of Fire Standards and Training has developed curricula and codified certifications for many of the critical elements in the fire services. Many of these tracts will seamlessly support the Firefighter Credentialing process recently adopted. These certifications require continuing education credits for periodic renewal. In addition, courses delivered internally may serve to channel towards state certifications, but the courses must be pre-approved and registered with the state prior to delivery. This would provide a quality benefit to the volunteer membership so that they do not have to have redundant educational and training efforts. Therefore, it is recommended that the County staff apply for approval of all training programs delivered within the County.

Recommendation #28:

Develop and implement a management system to account for all training provided throughout the county, including certification, credentialing, curriculum, personnel in attendance, and internal ISO training hours.

Recommendation #29:

Develop and implement a cohesive and standardized competency-based training program throughout the county ensuring that all firefighters have commensurate training and service capabilities.

Recommendation #30:

Consider the addition of one Training Officer assigned to the Fire Service Director's office to assist in countywide competency-based training program management.

Recommendation #31:

Consider registering all available training provided with the Florida Bureau of Standards and Training.

Fire Services Priority 2 Recommendations

The fire prevention office is well performing and efficient. The Fire Prevention Supervisor is tasked with completing plans review, public education, and fire inspections. The program is currently staffed with one supervisor and one fire inspector.

In 2014, the prevention staff reviewed 94 plans within 10 days 90% of the time or less and reach greater than 90% of school aged children between ages 4 and 12. Additionally, the staff delivered 35 programs reaching 3,800 residents.

While the public education program is performing well, the staff may benefit from developing a process for identifying at risk or target populations in order to prioritize efforts. Efforts to evaluate call frequency, occupancy type, fire losses, and fire-related injuries against target populations and current prevention efforts may serve the community well.

Currently, there is no specifically established target or performance objective for cyclical fire code inspections. The County reported 2,314 inspectable properties with 354 inspections performed in 2014 approximating a 6.5 year cycle, or greater for inspections for properties that do not require annual inspections.

The County may be served well to establish a specific desired cycle for fire code inspections. With the current workload in public education, plans review, and annual inspections, it may be reasonable to add one fire inspector position to assist in meeting a more timely inspection cycle.

Recommendation #32:

Consider the adoption by either policy or ordinance defining the required inspection cycles for inspectable properties.

Recommendation #33:

Develop and implement processes and procedures to improve the capability of the Fire Supervisor's office to evaluate system outcomes such as property fire loss and fire-related injuries in an effort to identify at-risk or target populations as well as measure the effectiveness of current prevention efforts.

Recommendation #34:

Consider the addition of one Fire Inspector assigned to the Fire Service Director's fire prevention office to assist in accomplishing a more timely inspection cycle for inspectable properties.

Alternatives for Future Consideration

Understanding some of the challenges of the current system design for fire services three alternatives were developed for future consideration that may serve the BOCC well. The first is to create a consolidated countywide volunteer fire service; the second is to create a partially consolidated fire and EMS service; and the third is to create a fully consolidated fire and EMS service.

Alternative 1: Creation Of A Countywide Consolidated Volunteer Fire Service

One effective method to mitigate many of the unique challenges inherent in the current system design for volunteer fire services is to formalize the organization into the Highlands County Fire Service while preserving the volunteer status of the system.

This system design may provide a more effective method for uniform service delivery, providing more system accountability, and ensuring greater cost containment. Previous recommendations have discussed and offered solutions to improving service delivery, instituting accountability measures, and ensuring some cost controls.

However, one element that was not previously discussed is the surplus of fund balances across the fire districts. The aggregated fund balances are estimated to be \$2.5 million at year end 9/30/2016. Each fire district has its own fund balance. The cumulative effect is that the aggregate fund balances from all of the district's exceed

the County's practice of three (3) months, or 25%, of operating costs (\$2.9m)¹ by \$1,775,000. Assuming total system costs would remain the same, and potentially reduce, the required fund balance would be \$725,000.

It would be reasonable to set an implementation timeline of 2 to 3 years to afford sufficient time to operationalize changes and allow personnel to prepare for any specific personal impacts.

Alternative #1:

Improve accountability, coordination, and system performance for county fire services through the formation of a countywide consolidated volunteer fire service funded through the countywide ordinance that is currently available to the Board of County Commissioners.

Alternative 2: Partial Consolidation Of EMS And Fire Services While Maintaining the Existing Volunteer Fire Service Delivery Model

This alternative would leverage the existing County personnel, both firefighters and EMS personnel, in a partial consolidation of EMS and fire services. In addition to the benefits previously described of greater system oversight and accountability, this system design would significantly improve both fire and EMS services at a marginal cost to the system.

Geospatial, quantitative, and temporal analyses demonstrated that the County could provide EMS and fire services with a 12.5-minutes or less total response time 90% of the time. This maintains EMS's current performance and improves fire service delivery by 6 minutes and nearly 100% reliability that a unit will be staffed and able to immediately respond to requests for service.

This system design will require six (6) fixed facility stations and a total of 10 ambulances; one more than is currently recommended. The EMS personnel would be cross-trained as firefighters (Firefighter II Level) and cross-staff fire apparatus for the lower frequency fire events. In 2014, non-EMS and MVC calls accounted for 877 requests for service and requiring the new system to cover a total of approximately 2,200 hours. The one additional unit, the 10th ambulance, provides sufficient capacity

¹ Includes Fire Districts, Fire Coordinator and Mutual Aid expenditure budgets.

to cover the additional workload and enhances EMS's capacity while providing improvement in overall response time performance and surge capacity.

This system design would provide for 20 full-time firefighters working 24 hours a day and 7 days a week, more than sufficient to handle a typical residential structure fire. The County would maintain the current volunteer services in its current design. The volunteer services could provide essential assistance for longer duration and labor intensive operations so that the ambulance services could maintain their readiness. In addition, the volunteer services could continue to staff the most remote areas of the county.

The total cost for this alternative is estimated at approximately \$1.1 million in annual personnel costs if the volunteer fire services are not consolidated and remain precisely as they are currently.

It would be reasonable to provide a three (3) year implementation period to provide sufficient time to allow EMS personnel to acquire the necessary training, allow volunteer firefighters to acquire medical and fire training to apply for the necessary additional resources, and make capital adjustments as necessary.

Alternative #2:

Improve accountability, coordination, and system performance for both Fire and EMS services through a partial consolidation of the EMS and Fire services with the option of consolidating the volunteer fire services as well from Alternative 1.

Alternative 3: Full Consolidation Of EMS And Fire Services in Highlands County

This alternative is an incremental option from both Alternatives 1 and 2. In this alternative, the County would create a fully consolidated Highlands County EMS and Fire Service. All elements of Alternative 2 would remain with the exception that the volunteer fire services would be consolidated under the new umbrella as in Alternative 1.

The main differences are that the demand for volunteer services could be appropriately allocated for supplemental support, as the fire services would be correctly identified as a combination department; part paid and part volunteer. The need for volunteers would be significantly less as 90% of all calls for both fire and EMS

services would receive service in 12.5 minutes or less. Again volunteers could be used to supplement on-duty crews at any time, but most importantly for long-duration and labor intensive events.

In total, the county operates 22 fixed facilities with the combination of 17 fire stations and 5 independent EMS stations and could reduce the capital footprint to six (6) to 10 facilities; six career and up to four volunteer stations. Similarly the need for apparatus could be reduced to 6 to 10 fire engines, down from 17 in fire engines alone.

Finally, this alternative would allow the BOCC to leverage the countywide district ordinance to partially fund the new system and cover the vast majority of new system costs. For example, the current assessment revenue budgets from all of the dependent fire districts is \$1.6 million. If the BOCC chose to mirror the current revenue generated from the non-ad valorem assessments with the new ordinance, then there would be a surplus of approximately \$500,000 to be utilized to address policy related decisions such as the appropriate number of volunteer positions and new positions recommended to support the larger organization. Overall, it is anticipated that this model will be near cost-neutral in annual operating costs, reduce capital expenditures and future liabilities, improve fiscal responsibility in the utilization of fund balances, and provide significant improvement in both fire and EMS service delivery.

It would be reasonable to provide a three (3) year implementation period to provide sufficient time to allow EMS personnel to acquire the necessary training, allow volunteer firefighters to acquire medical and fire training to apply for the necessary additional resources, and make capital adjustments as necessary.

Alternative #3:

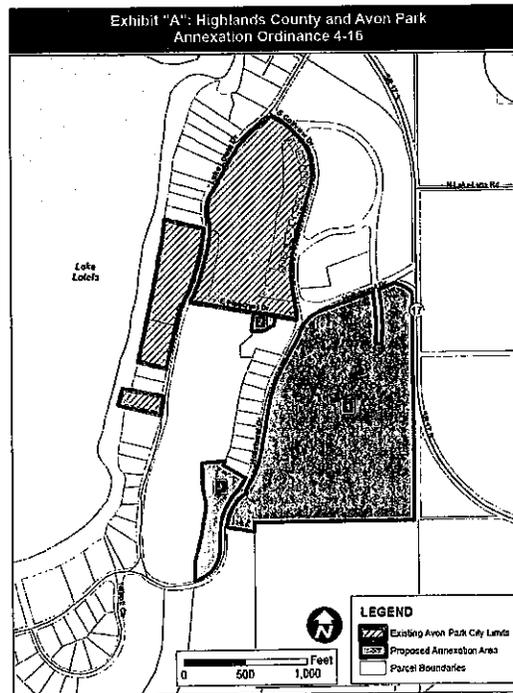
Improve accountability, coordination, and system performance for both Fire and EMS services through a full consolidation of the EMS and Fire services.

**NOTICE OF ANNEXATION AND PUBLIC HEARING
CITY OF AVON PARK, FLORIDA**

Please take notice the City of Avon Park City Council will conduct the final reading of **Ordinances 04-16** at their regular meeting on Monday, March 28th, 2016 at 6:00PM or shortly thereafter, in the City Council Chambers located at, 123 E. Pine Street, Avon Park, FL 33825. Public comments will be heard during the discussion of this agenda item. Copies of the ordinance and metes and bounds legal description are available in the City Manager's office, City Hall, 110 E. Main Street, Avon Park, FL 33825.

ORDINANCE NO. 04-16

AN ORDINANCE TO ANNEX THREE (3) PARCELS OF LAND OWNED BY DIFFERENT PEOPLE INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, WITH SUCH LAND BEING GENERALLY LOCATED EAST OF HOLLYHURST DRIVE, AND WEST OF SR 17 S. AS SHOWN IN THE ATTACHED MAP; PROVIDING FOR FINDINGS OF COMPLIANCE WITH ANNEXATION STATUTES AND PROVIDING FOR AN EFFECTIVE DATE.



The property is located to the East of Lake Lotela Drive, on Hollyhurst Drive and to the West of SR 17.

Interested persons can appear and be heard on this ordinance at the Council Meeting by attending the meeting and signing the request to speak form. Copies of background materials, the complete proposed ordinance and a description of the property by metes and bounds may be reviewed or obtained at the office of the City Clerk, M-F, 8:30 to 4:00 PM. If a person decides to appeal any decision made by the Council with respect to any matter discussed at any meeting or hearing, he/she will need a record of the proceedings for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is based, per Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting should contact the City Clerk with the request at (863) 452-4411.

Agenda Item Summary

E 11

Subject: Glenwood Water Plant New Well and Bell Street Well

Item No.

Placed on Agenda by: City Manager

Total Amount of Project: \$415,700 \$470,000, includes added amount to account for electrical controls to be constructed separately.

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s): Approval of motions below

1. Motion to authorize the City Attorney to prepare a contract in the amount of \$415,700 for construction of two new municipal drinking water wells with L7 Construction Inc.
2. Motion to authorize the Major to approve the contract referenced above.
3. Motion to approve the budget adjustments to build this project, and authorize the Major and City Manager to execute the budget adjustment.

Background: Last year, we spent about \$480,000 in drilling two new drinking water wells. In phase II of this project, we need to build the well head pump station, and needed piping to connect the new well to the untreated water supply which feeds both of the City's water plants.

For Phase II, we advertised and received the following bids, with L7 Construction being the most responsive bidder:

- | | |
|----------------------------|-----------|
| 1. L7 Construction Inc, | \$415,700 |
| 2. Florida Drilling | \$656,000 |
| 3. AC Schultes | \$979,100 |
| 4. Close Construction, Llc | \$446,579 |

Attachments: Bid forms

SECTION II SPECIFICATIONS AND SCOPE OF SERVICES FOR BID# 1-16

1. Description of bid services: The City of Avon Park is seeking to award the **Glenwood/Bell Street Well Pump and Piping Construction** contract. In 2014/2015 Rowe Drilling drilled two new drinking water wells. These new wells now need to be connected mechanically, and electrically to the Water Plant. The scope of services will include the purchase of all materials, installation and construction of associated raw water pump, piping, meters, and valves.
2. This project may be awarded to build either the Glenwood site, Bell site or both. This all depends on the bid amounts relative to budgeted program funds. If the contractor is agreeable, the City may award construction of one well on the 2015/2016 budget cycle, and award the second well construction the 2016/2017 budget cycle.
3. This specification would provide for set unit prices for all construction activities.
4. For the Glenwood Well, the contractor will apply for a new power service. The contractor will provided a control panel with HOA capability, breakers, contactors, generator plug, and disconnect mechanical switch. The contractor will install all equipment, and attain all needed electrical/building permits, with the exclusion of the FDEP permit. The City will retain a separate professional to wire and install control wiring from the WTP SCADA to control the operation of the well.
5. For the Bell Well, the contractor will retain a Florida PE to size the needed conductors from the WTP MCC to the offsite well. The contractor will provided a control panel with HOA capability, breakers, contactors, and disconnect mechanical switch. The contractor will install all equipment, wiring and attain all needed electrical/building permits, with the exclusion of the FDEP permit. The City will retain a separate professional to wire and install control wiring from the WTP SCADA to control the operation of the well.
6. All materials to be used shall meet the specified ASTM, AWWA, FAC and Florida Building code established standards and requirements.
7. All construction shall conform to City specifications, and the above referenced standards.
8. All materials to be used shall be inspected and approved by the City.
9. Contractor shall be responsible for any required MOT, and OSHA requirements.
10. The City and the Contractor may mutually opt to extend this contract into 2016/2017 fiscal year.
11. The contractor agrees that a work day shall consist of the 8AM to 5PM time frame on the Official Bid form.
12. Contractor shall be licensed in the State of Florida to perform underground construction work.

Site Contact Person:

Julian Deleon, City Manager
 Tel. (863) 452-4429
 Fax. (863) 452-4428
 E-mail: jdeleon@avonpark.cc

Exhibit-H, OFFICIAL BID FORM BID # 1-16 Glenwood/Bell Street Well Pump and Piping Construction

ITEM	PRODUCT	PRICE
	All Pricing includes Labor, materials and equipment, unless otherwise indicated on line item below.	
1	Lump sum amount to build the Glenwood Well in accordance with plans and specifications, to include, and not be limited to pump, flow meter, check valves,	\$ 149,000. ⁰⁰

	pipng and valves.	
2	Lump sum amount to provide and install a new exterior control panel with HOA switch, main breakers, contactors, power disconnect, generator plug, and a new power service meter provided through Duke Energy. The City will bring the control wiring and interface to the City's SCADA for well controls.	\$ 35,000. ⁰⁰
3	Performance Bond Cost for Glenwood alone.	\$ 3,100. ⁰⁰
4	Lump sum amount to build the Bell Well in accordance with plans and specifications, to include, and not be limited to pump, flow meter, check valves, piping and valves.	\$ 170,000. ⁰⁰
5	Lump sum amount to provide and install a new exterior control panel with HOA switch, main breakers, contactors, power disconnect, power wiring from the Water Plant MCC to the New Well. All wiring and electrical elements to be sized by Electrical Engineer.	\$ 55,000. ⁰⁰
6		\$ N/A Ø
7	The City will bring the control wiring and interface to the City's SCADA for well controls.	N/A
8	Performance Bond Cost for Glenwood Alone.	\$ 3,600. ⁰⁰

This "Official Bid Form" MUST BE USED AND COMPLETED in submitting bids.

BID SUBMITTED BY: L7 Construction, inc.
Name of Company
Brett Lefever President
Signature Title
Brett Lefever
Name as above printed or typed
4380 saint Johns parkway ste. 140
Address
Sanford FL 32771
City State Zip
FEB 8TH 2016
Date Bid Submitted

The City reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Avon Park.

Attachment "B"

Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form "Affidavit Certification Immigration laws".

ATTACHMENT "B" (continued) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

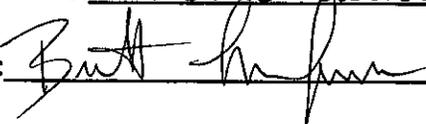
BID NO.: 1-16 PROJECT NAME: Glenwood/Bell Street well pump & piping constructio

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: L7 Construction, inc.

Signature:  Title: President Date: 2/8/16

State of: FLORIDA County of: SEMINOLE

The forgoing instrument was signed and acknowledged before me this 8th day

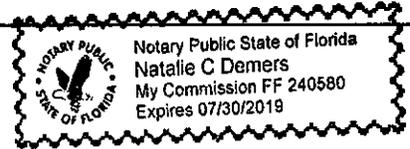
of February, 2016, by Brett Leferer who has produced n/a - Well Known as identification

Type of Identification and Number

Notary Public Signature: Natalie C. Demers

Printed name of Notary Public: Natalie C. Demers

Notary Commission Number/Expiration: July 30, 2019



REFERENCES (Please demonstrate your experience in the scope of services desired by the City.)

1. Name of Project Garnsey WTP
 - Bid Amount \$ 725,000
 - Organization City of Port Orange
 - Contact Name, Phone and title Kenny Ho 386-506-5754

2. Name of Project Mims WTP chemical upgrades
 - Bid Amount \$ 1,084,000
 - Organization Brevard County
 - Contact Name, Phone and title Craig Helping 321-633-2089

3. Name of Project Mourning Dove WTP upgrades
 - Bid Amount \$ 435,000
 - Organization City of Titusville
 - Contact Name, Phone and title Ashleigh Corbridge 321-567-3869

4. Name of Project WRF #2 2013 Improvements

- Bid Amount \$ 775,000
- Organization City of Ocala
- Contact Name, Phone and title Ed Earnest 352-351-6688

5. Name of Project South WRF Polymer Storage Replacement

- Bid Amount \$ 279,000
- Organization Orange County
- Contact Name, Phone and title Patty Hobbs 407-836-5456

6. Name of Project Lift station #5 Replacement

- Bid Amount \$ 462,000
- Organization City of Cocoa
- Contact Name, Phone and title Ben Hayner 321-433-8725

7. Name of Project Odor Control Replacement

- Bid Amount \$ 150,000
- Organization The Villages
- Contact Name, Phone and title Trey Arnett 352-753-4747

8. Name of Project Lift station #45 Odor Control

- Bid Amount \$ 1,125,000
- Organization City of Orlando
- Contact Name, Phone and title Ron Prowix 407-252-3122

9. Name of Project Maryfair Golf Course Lift Station

- Bid Amount \$ 151,000
- Organization City of Sanford
- Contact Name, Phone and title Richard Blake 407-688-5090

10. Name of Project winterset Gardens WTP Well Modifications

- Bid Amount \$ 65,000
- Organization City of Winter Haven
- Contact Name, Phone and title craig Fuller 863-519-9504

11. Name of Project Lift Station #6 Replacement

• Bid Amount \$ 340,000

• Organization City of Clermont

• Contact Name, Phone and title Freddy Suarez 352-241-7386

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY of AVON PARK
[print name of public entity]

by BRETT LEFEVER - PRESIDENT
[print individual's name and title]

for L7 CONSTRUCTION, INC
[print name of entity submitting sworn statement]

whose business address is 4380 ST JOHNS PKWY STE 140 SANFORD FL 3277

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0210469 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

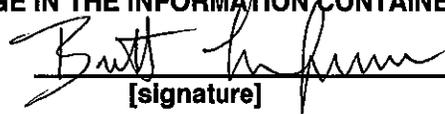
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

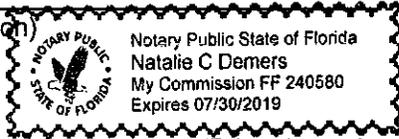

[signature]

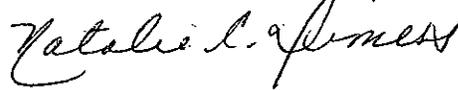
Sworn to and subscribed before me this 8th day of February, 2016.

Personally known Baett Leferer

OR Produced identification n/a Notary Public - State of Florida

(Type of Identification) n/a My commission expires July 30, 2019





(Printed typed or stamped Commissioned name of Notary Public)

ANTI-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

COMPANY NAME: L7 Construction, Inc.

ADDRESS: 4380 Saint Johns parkway suite 140
Sanford, FL. 32771

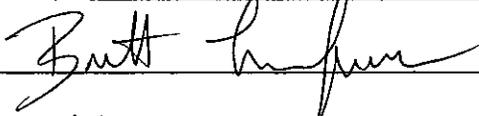
TELEPHONE: 321-972-9325

FAX: 407-732-7812

E-mail address: blefever@L7constructs.com

FEDERAL TAX ID# 26-0210469

NAME (Please Print): Brett Lefever

SIGNATURE: 

POSITION: President

DATE: 2/8/16

The above information must be completed when submitting your bid. Also the "Felony Conviction Notice" form must be signed and returned.

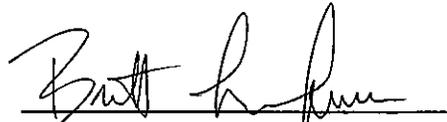
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

L7 Construction, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

2/8/16
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE L7 Construction, Inc.
4380 St. Johns
Pkwy., Ste. 140 Sanford FL 32771

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza Hartford CT 06155-0001

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Avon Park
110 E Main Street Avon Park FL 33825

as Obligee, hereinafter called the Obligee, in the sum of -Five Percent of Proposed Bid-
Dollars (\$ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Glenwood/Bell Street Well Pump and Piping Construction, Project No.
1-16

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of February, 2016

Ellen Webb
(Witness) Ellen webb

L7 Construction, Inc.
(Principal) (Seal)
By: Brett Letewell PRESIDENT
(Title)

Natalie C. Demers
(Witness) Natalie C. Demers

Hartford Fire Insurance Company
(Surety) (Seal)
By: Laura D. Moshelder
Attorney-in-Fact Laura D. Moshelder (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229753

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Laura D. Mosholder
of
Sanford, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 08, 2016 .

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

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RESOLUTION NO. 16-04

A RESOLUTION OF THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Avon Park, Florida, has the authority to enter into a maintenance agreement with the Florida Department of Transportation ("DOT") to undertake a project as authorized by Florida Statute 334.044; and,

WHEREAS, the City of Avon Park wishes to approve a DOT maintenance agreement effective in 2016 as described in Attachment "A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF AVON PARK, FLORIDA;

- 1. That the Maintenance Agreement FM NO.: 432726-1-78-04 (Attachment "A"), for Mowing, Litter Removal, and Mechanical Sweeping, is approved.
2. That Mayor Sharon Schuler is authorized to enter into the Maintenance Agreement with the Florida Department of Transportation unless specifically rescinded.
3. This Resolution shall be effective immediately upon passage.

The vote was: _____ Yeas _____ Nays _____ Absent

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below.

=====
This Resolution was read at the regular special session of the City Council dated the 22nd day of February, 2016. The vote was as follows:

Table with 5 columns: Name, Yes, No, Abstain, Absent. Rows include Councilmember/Mayor Schuler, Councilmember /Deputy Mayor Giles, Councilmember Heston, Councilmember Sutherland, Councilmember Smith.

(Seal)

ATTEST: CITY OF AVON PARK, FLORIDA

By: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald Buhr, City Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE 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 the **CITY OF AVON PARK** (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. _____ dated the _____ day of _____, _____, 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 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.

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 State Comptroller under Fla. Stat. §215.422(14).
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

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

**ATTACHMENT "B"
SPECIFICATIONS**

**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 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.

Include the cost of any work that is necessary to meet the requirements of the Contract Documents under the MOT pay item, when there is not a pay item provided.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive	Section 970
Temporary Retroreflective Pavement Markers...	Section 990
Paint	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Design Standards 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 recycled asphalt pavement 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: Provide a Worksite Traffic Supervisor 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

an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Design Standards are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 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.

102-5.3 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 cross roads, 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.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer. Before beginning any construction, provide the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 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.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. 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 be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic,

Notify the Engineer in writing at least 10 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 scabblers 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 scabblers machine to and from the Department's structures shop. Repair any damage to the scabblers 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.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet 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 \$5.00 per 10 feet, per day, per bridge, for single lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane 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

For devices requiring field assembly or special site preparation, vendor drawings shall include all field assembly details and technical information necessary for proper application and installation. Vendor drawings for Category III devices must be signed and sealed by a Professional Engineer registered in the State of Florida. Manufacturers seeking evaluation of Category IV devices for inclusion on the APL must comply with the requirements of Section 990 and include detailed vendor drawings of the device along with technical information necessary for proper application, field assembly and installation.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer 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 traffic control devices must meet the classification level of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features (2008-09 Edition). Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices shall not be cleaned while installed/used. Use of warning lights on any temporary traffic control device shall be prohibited.

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, tubular markers, and longitudinal channeling devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 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 acceptable standards as outlined in ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The 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 the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor shall submit a monthly certification on a Department approved form that all cones installed/used within the work zone meet acceptable standards as outlined in ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features, and the CDS shall submit the monthly certification for any other channelizing devices installed/used within the work zone.

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)

Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. CDSs may elect to provide a one-time submittal of this information for approval and have the information posted on the State Construction Office website for use by Department personnel. Inform the Engineer at the preconstruction conference of this 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.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 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. Collars are to be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Barrier Wall (Temporary): Furnish, install, maintain, remove and relocate temporary barrier wall in accordance with the Plans. Obtain and use precast temporary barrier wall from a manufacturing plant that is on the Department's list of Producers of Incidental Precast/Prestressed Concrete Products with an Accepted Quality Control Program at the time of production. Producers seeking inclusion on the list shall meet the requirements of 105-3. Temporary barrier wall must meet the material and construction requirements of Section 521 unless noted otherwise in the Design Standards.

The maximum allowable height increase between consecutive temporary barrier wall units in the direction of traffic is 1 inch.

Temporary concrete barrier wall used on roadway sections must comply with Design Standards, Index Nos. 412, 415 or 414. Temporary concrete barrier wall used on bridge and wall sections, shall comply with Design Standards, Index No 414.

Temporary water filled barrier wall used on roadway sections shall meet the NCHRP Report 350 or MASH criteria and be listed on the APL.

Barriers meeting the requirements of Design Standards, Index Nos. 412, 415 or temporary water filled barriers on the APL will not be accepted as an alternate to barriers meeting the requirements of Design Standards, Index No. 414.

Trailer mounted barriers listed on the APL may be used at 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.

102-9.5.2.1 Temporary Barrier Wall Meeting the Requirements of Design Standards, Index Nos. 412 and 414: Ensure the marking requirements of the respective Index are met.

102-9.5.2.2: Proprietary Precast Temporary Barrier Wall Fabricated prior to 2005: The Contractor must submit a certification stating that all unmarked barrier wall units meet the requirements of the Specifications and the Design Standards. Certifications will be project specific and non-transferable

102-9.5.2.3 Proprietary Precast Temporary Barrier Wall Fabricated in 2005 or later: Ensure each wall 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 wall fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.5.3 Glare Screen (Temporary): Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to

Restore any loss of operation within 12 hours after notification.

Provide traffic signal equipment that meets the requirements of the Design Standards 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.

102-9.13 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. 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 three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.14 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the APL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Install either alternating black with yellow or white with orange sheeting on the rear of trailer mounted attenuators and on truck mounted attenuators, in both the operating and raised position. Use Type III (work zone) or Type IV sheeting consisting of 4 or 6 inch wide stripes installed to form chevrons that point upward. All sheeting except black shall be retroreflective.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in MOT Lump Sum. Payment includes all costs, including furnishing, maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.15 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Design Standards, Index No. 603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.16 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove and relocate AFADs in accordance with the Plans and Design Standards. Position AFADs where they are clearly visible to oncoming traffic and out of the lane 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's location.

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.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with Index 603. Include the cost for AFADs in

for at the Contract unit price for the applicable pay item, except those paid for as Lump Sum.

102-11.2 Traffic Control Officers: The quantity to be paid for 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 diversion or lane shift that requires temporary pavement is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for as a special detour. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

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 Lump Sum MOT.

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 Design Standards.

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.

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 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Lump Sum MOT.

102-11.8 Channelizing Devices: The number of drums, vertical panels, pedestrian LCDs, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device. 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 Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit price for channelizing device. 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.

102-11.9 Barrier Wall (Temporary): The Contract unit price for barrier wall (temporary) will be full compensation for furnishing, installing, maintaining, and removing the barrier wall. When called for, the Contract unit price for barrier wall (temporary/relocate) will be

markings placed as follows:

1. The total transverse distance, in feet, of skip pavement marking authorized and acceptably applied. The length of actual applied line will depend on the skip ratio of the material used. Measurement will be the distance from the beginning of the first stripe to the end of the last stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to 9-1.3.

2. The net length, in feet, of solid pavement marking authorized and acceptably applied.

3. The number of directional arrows or pavement messages authorized and acceptably applied.

4. The number of temporary RPM's authorized and acceptably applied.

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 the Design Standards, Index No. 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 of temporary lane separator to be paid for will be field measure, in feet, including drainage gaps, completed and accepted.

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

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. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.18 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.

102-13.19 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.

102-13.20 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 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 may be substituted for work zone paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary retroreflective pavement markers. Install these markers as detailed in the Design Standards.

102-13.22 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.23 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- 14-	Traffic Control Officer - per hour.
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-	Barrier Wall - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 73-	Guardrail (Temporary) - per foot.
Item No. 102- 74-	Channelizing Devices - per each per day.
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Retroreflective Pavement Markers - each.

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. Pedestrians are to be accommodated 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. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor 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 Necessary Maintenance Services (Straight Time): Provide personnel to perform MOT duties Monday through Thursday. Time begins when the Engineer is notified that MOT set-up is complete and flagging operations and maintenance of devices is ready to begin. Travel time to and from the work site is not included. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer. Notify the Engineer when straight time ends and set-up or take-down begins.

102-3.4 Necessary Maintenance Services (Over-Time): Provide personnel to perform MOT duties Friday through Sunday and Holidays. Time begins when the Engineer is notified that set-up is complete and flagging and maintenance of devices is ready to begin. Travel time to and from the work site is not included. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer. Notify the Engineer when over-time ends and set-up or take-down begins.

102-3.5 Emergency Maintenance of Traffic: Provide MOT set-up, maintenance and take-down when a work document is issued with a start date of less than 72 hours. Mobilization and all costs incurred will be considered incidental to the work.

SUBARTICLE 102-5.4 is deleted and the following substituted:

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any 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, provide the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-7 is expanded by the following:

Provide off-duty law enforcement officer when required by the work document or as directed by the Engineer.

ARTICLE 102-13 is deleted and the following substituted:

102-12 Basis of Payment.

102-12.1 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.

102-12.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-12.3 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.

102-12.4 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.

102-12.5 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.

102-12.6. 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.

102-12.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-12.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-12.9 Barrier Wall (Temporary): Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier. When called for, barrier wall (temporary) (relocate) will be full compensation for relocating the barrier.

102-12.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier wall. The cost of furnishing, installing and maintaining the barrier delineators will be included in the cost of the temporary barrier wall.

102-12.11 Glare Screen (Temporary): 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.

102-12.12 Temporary Crash Cushion (Redirective/Gating): Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such crash cushions.

102-12.13 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.

102-12.14 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-12.15 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-12.24 Necessary Maintenance Services (Over-Time): Price and payment will be the full compensation MOT duties performed (Friday through Sunday).

102-12.25 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.

102-12.26 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

104-40 ROADSIDE MOWING.

(REV 9-24-14) (1-16)

The following new Section is added after Section 104:

SECTION 104-40 ROADSIDE MOWING

104-40.1 Description.

Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. 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".

104-40.2 Types of Mowing Areas.

104-40.2.1 General: The Engineer will determine the areas to be cut and type of mowing to be accomplished in each.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

104-40.2.2 Large Machine Mowing: Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

104-40.2.3 Slope Mowing: Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

104-40.2.4 Intermediate Machine Mowing: Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

104-40.2.5 Small Machine Mowing: Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

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.

When work by other's, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Engineer may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Additional compensation may be requested for alternate methods used to mow wet areas (as specified in 104-40-9). Quantities will be agreed upon prior to beginning work in any area in question. No deduction will be made from the pay quantities for any one area authorized by the Engineer to remain un-mowed during a cycle unless it exceeds one acre in extent.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

104-40.6 Limitation of Operation.

Maintenance of traffic will be in accordance with Section 102. When mowing within four feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four feet or more from the travel-way.

Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and 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.

104-40.7 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in Subarticle 104-40-3.

Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches plus or minus 1/2 inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the 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, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

110-30.4 Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

110-30.5 Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

110-30.6 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

110-30.7 Method of Measurement.

The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

110-30.8 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

Payment will be made under the items specified in the Bid Price Proposal.

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 can not 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, barrier walls, gore areas,

designated areas. 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.

Sweeping - Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalks, and bike paths to produce a clean appearance. Do not use blowers in the edging, sweeping or debris removal operation. Remove and dispose of properly the soil and vegetation from the gutter or sidewalk, including joint areas.

Debris Disposal – Remove debris and/or litter produced by the edging or sweeping from the job site daily. Do not stockpile or store debris or litter on the right-of-way overnight. Dispose of all debris in accordance with local, state, and federal laws. Include the cost of disposal of the debris, litter, and vegetation trimmings in the contract unit price for edging and sweeping. Remove any debris that falls into curb and inlet structures.

Return at a later time and complete the edging and sweeping operations in areas where access is blocked by parked vehicles or other obstructions.

Conduct all edging, sweeping, and disposal 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, sweeping, and disposal of debris within the limits worked by the conclusion of each workday.

The quality and acceptance of work will be determined by the Engineer. Re-edge or re-sweep 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.

The quantities to be paid will be the total miles of edges of curb and gutter, paved shoulders, sidewalks or other areas, edged and/or swept, completed and accepted. Areas that are maintained by businesses, groups, individuals, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work will be omitted as determined by the Engineer.

Areas requiring more than one edging/sweeping pass to sufficiently remove the debris will not be compensated twice.

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 the items specified in the Bid Price Proposal.

E13

**MUTUAL AID AGREEMENT
BETWEEN
AVON PARK AIR FORCE RANGE FIRE DEPARTMENT
AND
THE CITY OF AVON PARK**

This Agreement, entered into this 1st day of March, 2016, between the Secretary of the Air Force acting pursuant to the authority of 42 U.S.C. 1856a and the City of Avon Park is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in firefighting. It is agreed that:

a. On request to a representative of the Avon Park Air Force Range fire department by a representative of the City of Avon Park, firefighting equipment and personnel of the Avon Park Air Force Range fire department will be dispatched to any point within the area for which the City of Avon Park normally provides fire protection or hazardous materials incident response as designated by the representatives of the city of Avon Park.

b. On request to a representative of the City of Avon Park by a representative of the Avon Park Air Force Range fire department, firefighting equipment or hazardous materials incident response and personnel of the City of Avon Park will be dispatched to any point within the firefighting or hazardous materials incident response jurisdiction of the Avon Park Air Force Range fire department as designated by the representative of the Avon Park Air Force Range fire department.

c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.

(2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.

(3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

11. For reimbursement of funds, all paid receipts and returned checks must be provided within 2 months of the completion of the event. A W-9 Form is required at time of application submittal for any reimbursement.

TOTAL ADVERTISING COST FOR EVENT \$ _____
(Obtain and attach bids/quotes for this Event)

TOTAL AMOUNT OF GRANT REQUESTED \$ _____
(Maximum \$1000 with no match requirement)

I understand this application for an Event Grant requires that I submit paid receipts/ cancelled checks for all eligible expenses in order to be reimbursed.

The CRA reserves the right to accept or reject any application or part thereof.

PRINT EVENT SPONSOR'S NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

DATE

For official use only

CRA Advisory approved: Yes No DATE: _____

CRA Board approved: Yes No DATE: _____

Informed grantee date: _____ Initials: _____