



CITY COMMISSION

AGENDA

CITY HALL COMMISSION CHAMBERS

300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

March 27, 2025

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Regular Meeting Minutes – March 13, 2025

2. REGULAR BUSINESS

A. Recommendation to approve Amended and Restated Professional Services Agreement with Fishback Dominick, LLP with an effective date of April 1, 2025 – **City Manager Williams**

B. Recommendation to approve letter of Intent to continue conversations and negotiations with Federal Finance about potential development for properties located at 1500 and 1700 East Plant Street – **Planning Director Carson**

C. Recommendation to approve Purchase Order with Mead and Hunt for Temporary On-Call Construction Engineering and Inspection Services for Crest Avenue (WWTP) in an amount not to exceed of **\$325,000** – **City Engineer Monahan**

D. Recommendation to approve Purchase Order with Middlesex Paving, LLC for resurfacing services in the amount of **\$997,537.75** – **City Engineer Monahan**

E. Recommendation to approve Deductive Change Order to Wharton Smith, Inc. for GMP-2 in the amount of **\$3,747,170** for a total project cost of **\$128,890,600**, which includes **\$5,107,615** approved for GMP-1 in February 2024 – **City Engineer Monahan**

3. MATTERS FROM PUBLIC – *(Limited to 3 minutes per speaker)*

4. MATTERS FROM CITY ATTORNEY – A. Kurt Ardaman

5. MATTERS FROM CITY MANAGER – Jon C. Williams

6. MATTERS FROM MAYOR AND COMMISSIONERS

ADJOURN to Regular Meeting on Thursday, April 10, 2025 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Winter Garden does not prepare or provide such record.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolutions 15-04 and 16-02)

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 2297, for assistance.

	Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 2297.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.
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CITY OF WINTER GARDEN

City Commission REGULAR MEETING MINUTES

March 13, 2025

REGULAR MEETING of the Winter Garden City Commission was called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. An Opening Invocation and Pledge of Allegiance were given.

Present:

Mayor John Rees

Commissioner District 1 - Lisa L. Bennett

Commissioner District 2 - Iliana R. Jones

Commissioner District 3 - Chloe Johnson

Commissioner District 4 - Colin Sharman

Also Present:

City Manager Jon C. Williams

City Attorney A. Kurt Ardaman

City Clerk Angela J. Grimage

1. **APPROVAL OF MINUTES**

Motion by Commissioner Johnson to approve regular meeting minutes of February 27, 2025, as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.

2. **REGULAR BUSINESS**

A. **Resolution 25-04:** A RESOLUTION OF CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$80,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF WINTER GARDEN, FLORIDA WATER AND WASTEWATER REVENUE BONDS, SERIES 2025, TO FINANCE AND REIMBURSE THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND WASTEWATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL WATER AND WASTEWATER REVENUE BONDS FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE WATER AND WASTEWATER UTILITY SYSTEM AND REFINANCING OUTSTANDING INDEBTEDNESS RELATING TO THE SYSTEM; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING FOR THE PAYMENT THEREOF FROM THE NET REVENUES OF THE WATER AND WASTEWATER SYSTEM AND CERTAIN OTHER MONEYS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AUTHORIZING A NEGOTIATED SALE OF THE SERIES 2025 BONDS; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT THERETO, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID SERIES 2025 BONDS; APPOINTING THE REGISTRAR AND PAYING AGENT FOR SAID SERIES 2025 BONDS AND THE EXECUTION AND DELIVERY OF A PAYING AGENT AND REGISTRAR AGREEMENT; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2025 BONDS; ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT

AGREEMENT AND APPOINTING THE INITIAL DISSEMINATION AGENT; DELEGATING AUTHORITY TO THE CITY MANAGER DETERMINE CERTAIN MATTERS WITH RESPECT TO SAID SERIES 2025 BONDS INCLUDING WHETHER TO UTILIZE MUNICIPAL BOND INSURANCE FOR ANY OF THE SERIES 2025 BONDS AND WHETHER TO FUND THE RESERVE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE

City Attorney A. Kurt Ardaman read Resolution 25-04 by title only. Finance Director Laura Zielonka stated that this resolution details and authorizes the issuance of the Water and Wastewater Revenue Bonds and defines the terms of the bonds and the rights of the bondholders. She noted that the resolution also authorizes the City Manager to execute a purchase contract for Series 2025 bonds and execute a paying agent and registrar agreement. Staff recommended approval.

Motion by Commissioner Sharman to approve Resolution 25-04. Seconded by Commissioner Bennett and carried unanimously 5-0.

- B. Recommendation to approve Purchase Agreement with Creative Modular Buildings for temporary Modular Building used as Fire Station 21 located at 902 Avalon Road and authorize City Manager to sign sales agreement in the amount of \$62,500

Assistant City Manager for Administrative Services Frank Gilbert stated that this request is for approval to purchase a modular building, which the City currently uses as temporary Fire Station 21 quarters and office, located at 902 Avalon Road. He spoke of the cost at \$62,500, and purchasing this item from Creative Modular Buildings. Mr. Gilbert spoke of considerations regarding the initial cost of the lease and improvements and noted the cost effectiveness to utilize the building as a multi-purpose facility for the southern end of the City. Furthermore, Mr. Gilbert described how this option would allow for Police patrol in the southern zones and other uses, which would allow the Police officers to remain in their zones. He also mentioned possible future conversion options for the structure. Staff recommended approval.

Motion by Commissioner Sharman to approve Purchase Agreement with Creative Modular Buildings for temporary Modular Building used as Fire Station 21 located at 902 Avalon Road and authorize City Manager to sign sales agreement in the amount of \$62,500. Seconded Commissioner Johnson and carried unanimously 5-0.

- C. Recommendation to authorize Mayor and Police Chief to execute Amendment to Orange County Intergovernmental Radio System Encryption Key Memorandum of Understanding
Police Chief Steve Graham stated that the City of St. Cloud, specifically the St. Cloud Police Department, has requested access to the encryption key to enable them to access the Orange County encrypted Metro radio channels. He noted that this would allow communication in cases of emergency. Staff recommended approval, requested authorization for the Mayor and the City Attorney to execute the amendment to the memorandum of understanding.

Motion by Commissioner Jones to authorize Mayor and Police Chief to execute Amendment to Orange County Intergovernmental Radio System Encryption Key Memorandum of Understanding. Seconded by Commissioner Bennett and carried unanimously 5-0.

- D. Recommendation to approve and ratify the proposed IAFF Local 4947 “B” Group Collective Bargaining Agreement for the period of October 1, 2024, to September 30, 2027

Human Resources Director Cheryl Jones stated that the City negotiated in good faith with the IAFF “B” Group, was successful in coming to a tentative agreement, and she highlighted some modifications to the proposed contract. She indicated that this contract contained minor changes, the majority relating to enhancing existing leave benefits and wages, aligning the City more closely with other local municipalities and with the recently ratified “A” Group contract for the Firefighters, Engineers and Lieutenants. Staff recommended approval.

Motion by Commissioner Bennett to approve and ratify the proposed IAFF Local 4947 “B” Group Collective Bargaining Agreement for the period of October 1, 2024, to September 30, 2027. Seconded by Commissioner Sharman and carried unanimously 5-0.

Human Resources Director Cheryl Jones complimented those instrumental in helping achieve success in the negotiations and specifically named persons involved. Mayor Rees voiced his appreciation to Ms. Jones and all of those involved in this effort.

- E. Recommendation to approve SITE PLAN for 2000 Fowler Grove Blvd (AdventHealth Medical Office Building 2), subject to conditions

Planning Director Kelly Carson noted that AdventHealth is proposing to develop a new three-story medical office building on their existing medical campus located at 2000 Fowler Grove Blvd. She noted that the plan includes associated site improvements such as parking and landscaping. Furthermore, Ms. Carson noted that the new building, which would house oncology and cancer care, is consistent with AdventHealth’s approved PCD zoning regulations. Ms. Carson stated that staff has reviewed the application and recommended approval, subject to the conditions.

There was discussion on sufficiency of the parking and the height of the building.

Motion by Commissioner Sharman to approve SITE PLAN for 2000 Fowler Grove Blvd (AdventHealth Medical Office Building 2), subject to conditions. Seconded by Commissioner Johnson and carried unanimously 5-0.

F. Recommendation to approve SPECIAL EVENT – Winter Garden Art Association – Arts in April VIP Fundraiser – Downtown Pavilion, Saturday, April 26, 2025

Planning Director Kelly Carson stated that the Winter Garden Art Association request holding their annual Arts in April VIP fundraiser event on Saturday, April 26, 2025. She noted the event location, sit down dinner, live artist demonstrations, a fundraising auction and music. Ms. Carson noted the event times and mentioned that no roads would be closed for this event. Staff recommended approval.

Mayor Rees recognized Mrs. McKinney, who shared that this perfect event will be in the perfect place.

Motion by Commissioner Bennett to approve special event for the Winter Garden Art Association, Arts in April VIP Fundraiser, at the Downtown Pavilion on Saturday, April 26, 2025. Seconded by Commissioner Jones and carried unanimously 5-0.

G. Recommendation to approve SPECIAL EVENT – Shop, Dine and Stroll in Downtown Winter Garden – Saturday, May 3, 2025

Economic Development Director Marc Hutchinson stated that dubbed as Raffle” May”nia, the Shop, Dine and Stroll special event offers shoppers an opportunity to experience local downtown merchants with an exciting twist of multiple raffle drawings. Furthermore, he described event activities throughout the day, live music performances, times and he noted that no road closures would be required. Staff recommended approval.

Motion by Commissioner Bennett to approve a SPECIAL EVENT for the Shop, Dine and Stroll in Downtown Winter Garden on Saturday, May 3, 2025. Seconded by Commissioner Johnson and carried unanimously 5-0.

H. Recommendation to approve SPECIAL EVENT – Eighth Annual Friends of Lake Apopka (FOLA) 40 Bike Ride – Downtown Pavilion, Sunday, December 7, 2025

Planning Director Kelly Carson stated that the Friends of Lake Apopka (FOLA) are requesting to use the Downtown Pavilion for rider registration and launch area for their annual 42-mile bicycle ride around Lake Apopka. The event would be held on Sunday December 7, 2025, from 7:00 a.m. to 9:30 a.m., with approximately 100 cyclists participating in the event. Staff recommended approval.

There was discussion on the event, a busy weekend, and the event sharing information regarding the Lake.

Motion by Commissioner Jones to approve SPECIAL EVENT for the Eighth Annual Friends of Lake Apopka (FOLA) 40 Bike Ride at the Downtown Pavilion on Sunday, December 7, 2025. Seconded by Commissioner Johnson and carried unanimously 5-0.

3. MATTERS FROM PUBLIC

Landra Wormack, from the Office of the Orange County Tax Collector Scott Randolph, informed every one of the upcoming requirement deadlines for the new driver's license on May 7, 2025. She noted that those without the real I.D. compliance update to their driver's license would not be able to enter Federal buildings or board an airplane. She noted that the appointment only visits and modernized technology in the Winter Garden office.

Dorrena Brown Davis, 1681 E. Bay Street, Winter Garden, Florida, spoke on behalf of her mom, Joyce Brown, regarding a sidewalk project in their area. She indicated that the project has resulted in a loss of some of their property and uprooted hedges due to the installation of the sidewalks. She inquired of compensation for loss of property due to so much of the property line being taken for this project. Furthermore, Ms. Davis inquired of the proposed retention pond, questioned if there would be fencing for the children's safety, and mosquito control due to standing water. Ms. Davis also noted that there is the potential for flooding due to the area only having one way in and one way out and wondered if there would be a contingency plan for this issue.

City Manager Jon C. Williams noted that this is an Orange County project, but the City has staff overseeing the project and would have some research done to assist with her questions. There was discussion on encroachment, the easement being inside of property lines, water meter relocation, and staff to follow up on the matter and get her contact information.

4. MATTERS FROM CITY ATTORNEY – There were no items.

5. MATTERS FROM CITY MANAGER – There were no items.

6. MATTERS FROM MAYOR AND COMMISSIONERS

Commissioner Iliana Ramos Jones thanked staff.

Commissioner Chloe Johnson thanked staff for their hard work. She also thanked one of her constituents for coming out to voice their concerns, she thanked her for coming out to speak for her family and expressed that staff would investigate the matter.

The meeting adjourned at 6:56 p.m.

ATTEST:

APPROVED:

City Clerk Angela J. Grimmage

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jon C. Williams, City Manager

Date: March 20, 2025 **Meeting Date:** March 27, 2025

Subject: Amended and Restated Professional Services Agreement

Issue: Fishback Dominick LLP has provided legal services to the City since 2006. During that time, their fees were adjusted twice, once in 2017 and again in 2022. Since that time, operating costs have increased and they are requesting an adjustment in hourly fees for services as follows:

	Current	Proposed
Monthly Retainer 20 hours/month	\$3,500	\$5,000
For Time in Excess of 20 hours/month		
Legal Assistants	\$85	\$100
Law Clerks/Paralegals	\$140	\$175
Associate Attorneys less than 10 years' experience	\$225	\$275
Other Partners & Attorneys with over 10 years' experience	\$275	\$300
Kurt Ardaman & Dan Langley/Board Cert. Attorneys	\$275	\$325

Recommended Action:

Approve the Amended and Restated Professional Services Agreement with Fishback Dominick, LLP with an effective date of April 1, 2025.

Attachments/References:

- Amended and Restated Professional Services Agreement

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS RETAINER AGREEMENT FOR LEGAL SERVICES (this “Agreement”) made, entered into and will be effective on the ___ day of _____ 2025, by and between FISHBACK DOMINICK LLP, whose address is 1947 Lee Road, Winter Park, Florida 32789-1834, (hereinafter referred to as the “Firm” or “City Attorney”), and the CITY OF WINTER GARDEN, a municipal corporation of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, in accordance with Section 34 of the City of Winter Garden Charter, the City Commission appoints the City Attorney; and

WHEREAS, the City and City Attorney entered into that certain Professional Services Agreement in June 2006 which has been amended; and

WHEREAS, the City and City Attorney desire to amend and restate the Professional Services Agreement as set forth herein.

WHEREAS, the City is authorized under the City of Winter Garden Charter, Florida Constitution and the laws of the State of Florida to enter into this Agreement and to perform all of its obligations hereunder; and

NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ENGAGEMENT OF FIRM. The City engages the Firm and the Firm agrees to perform the legal services for the City as set forth herein. A. Kurt Ardaman will serve as the primary City Attorney to provide legal services under this Agreement and are hereby appointed and shall serve in the capacity of City Attorney to the City of Winter Garden in accordance with the City Charter and the Code of Ordinances of the City. Daniel W. Langley will serve as the Deputy City Attorney and may attend City Commission meetings in the absence of Mr. Ardaman. The other attorneys of the Firm will also provide legal services to the City as the need arises and shall serve as assistant city attorneys.

2. SCOPE OF SERVICES.

A. The City of Winter Garden, acting by and through its City Commission as a collegial body, is the Firm’s client, and the Firm shall take direction from the City Commission and, on a day to day basis, from the City Manager. The Firm shall provide professional advice, counsel, representation, and legal services, as may be assigned and as necessary to protect the City's interests, including, but limited to: (i) attending all regular and special meetings of City Commission unless excused by the City Commission or City Manager; (ii) upon request, attend any other City board, commission or committee meetings; (iii) be available as needed or requested by the Commission, City Manager, Mayor and individual Commissioners and staff to

review, research and provide advice and counsel with regarding to questions of law, development applications, contracts, ordinances, actions/inactions, legislation and other matters needed or required by the City; (iv) represent the City in proceedings before all federal and state courts and administrative proceedings in the State of Florida; (v) act as an intermediary and legal advisor for the City when special counsel or insurance defense counsel is appointed to represent the City in any legal proceeding; (vi) real estate transactions; (vii) provide City Attorney Opinions for bond financing transactions; (viii) draft ordinances, resolutions, contracts, development agreements, interlocal agreements, and other agreements; and (ix) review and prepare procurement documents.

B. In compliance with Section 112.313(16)(c), Florida Statutes, Mr. Ardaman and the Firm may recommend, refer or assign legal work for the City to attorneys, law clerks and paralegals within the Firm and to “of-counsel” attorneys associated with the Firm.

C. It is acknowledged that the City may elect to assign certain legal services to outside legal counsel not associated with the Firm in certain matters, for example where the City’s insurer will provide legal counsel for the City, retirement and pension benefits matters, union and employment law matters and bond counsel services. The Firm shall not be responsible for matters the City assigns to legal counsel/attorneys outside of the Firm. As the Firm deems appropriate and in specialized matters, the Firm may recommend to the City that special legal counsel be used for defined purposes. If recommended by the Firm, the City Manager may approve use of special counsel for an expenditure of legal fees payable to the special legal counsel not to exceed the City Manager’s spending authority under the ordinances and rules of the City. All other requests to utilize special counsel shall be subject to prior approval of the City Commission.

3. COMPENSATION. Compensation to the Firm from the City will consist of a monthly retainer, an hourly rate for services, reimbursement of costs as incurred and other compensation as follows:

A. Meeting Attendance. For the first twenty (20) hours of services for attendance at City Commission, Planning & Zoning Board, Development Review Committee, Code Enforcement Board, other City board meetings and City staff meetings, the Firm will charge \$250.00 per hour for attorney services.

B. General Services. All matters and services that are not covered by Paragraph 3 A. shall be billed on an hourly basis (in increments of a quarter of an hour) at the following rates:

Kurt Ardaman, Dan Langley and other Board Certified Attorneys	\$325.00 per hour
Other Partners and Attorneys with over 10 years’ experience	\$300.00 per hour
Associate Attorneys less than 10 years’ experience	\$275.00 per hour
Paralegals & Law Clerks	\$175.00 per hour
Legal Assistants	\$100.00 per hour

C. Litigation Services. Litigation services including administrative, arbitration, and court and appellate proceedings, shall be at the same rates as provided in subsection 3.B. above.

D. With regard to cost reimbursement, the City agrees to reimburse the Firm for its out-of-pocket costs, including court filing fees, court reporter's fees, electronic research (e.g. Lexis-Nexis and Westlaw), real estate closing costs, express delivery charges, postage, printing, costs of reproducing documents (in firm copies billed at \$0.20 per copy), and necessary travel expenses at IRS standard mileage rates (not to include mileage back and forth to City Hall) and other similar expenses. The City agrees that it is responsible for directly paying for expert witness services and mediator services as may be needed for pre-litigation and litigation matters.

E. The rendering of title commitments and issuance of title insurance policies incident to the purchase or sale of real estate by City will be in accordance with applicable promulgated rates for such insurance plus cost of title search. The Firm shall serve as title agent on all transactions involving the City's purchase or sale of real property, unless otherwise directed by the City Commission. Real estate transaction and closing services will be charged at hourly rates set forth in subsection 3. B.

F. For legal services involving the City Attorney's issuance of an opinion letter concerning the legality of the City's issuance of general obligation bonds, revenue bonds, or other types of bonds or notes, the Firm shall receive a lump sum fee for such services to compensate the Firm not only for the time incurred in reviewing and revising the bond documents and the drafting of an legal opinion letter, but also to compensate the Firm for the risks associated with issuing the opinion letter based on the following:

.004 of bond amount for bonds up to \$15,000,000 (minimum \$15,000);
Over \$15,000,000 – Charge the above up to \$15,000,000 plus .002 of amounts between \$15,000,000 and \$50,000,000;
Over \$50,000,000 – Charge the above up to \$50,000,000 plus .001 of amounts over \$50,000,000.

G. For legal services provided by the Firm in which third parties reimburse the City (such as development review pass through matters reimbursed by applicants/developers and prevailing party attorneys' fee awards), the Firm's hourly rates will be one-third higher than the hourly rates provided to the City under Paragraph 3. B. of this Agreement (rounded up to the nearest five dollar increment), subject to rate adjustments as may be mutually approved by the Firm and City Manager.

H. Unless otherwise agreed to by the City and the Firm, on October 1, 2027 and each October 1st thereafter, the Firm hourly rates set forth in Paragraphs 3 A., B. and 3 C. shall increase by 2.5% rounded to the nearest whole dollar.

4. INVOICES. Invoices for professional services will be rendered by the Firm to the City on a monthly basis. City agrees to pay invoices submitted by the Firm within twenty (20) days of the date of such invoice.

5. TERMINATION. This Agreement is a continuing services agreement with no specific termination date. The Firm understands that it serves at the pleasure of the City Commission of the City of Winter Garden and that the City is not obligated to utilize the services

for any specific time period. The City Commission may terminate this Agreement at any time in accordance with the City Charter, without penalty. The Firm may terminate this Agreement and its representation of the City at any time without penalty. Upon termination of legal services, the City shall remain obligated to pay the Firm for previous services rendered and any services rendered during the transition to the City's new legal counsel.

6. NOTICES. All notices, demands or other writing made under this Agreement are to be given, or made or sent, or which may be given or made or sent, by either party through this Agreement to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States mail, certified, return receipt requested and postage prepaid and addressed as follows:

TO Firm: City Attorney
Attn: A. Kurt Ardaman
Fishback Dominick LLP
1947 Lee Road
Winter Park, Florida 32789-1834
With copy by email to ardaman@fishbacklaw.com

TO City: City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

The address to which any notice, demand or other writing may be given, or made, or sent, as above provided, may be changed by written notice given by such party as above provided.

7. LIABILITY. During the term of this Agreement, the Firm shall maintain a professional liability insurance policy with a minimum of five million dollars in liability coverage. The Firm will maintain workers compensation insurance for its employees and other applicable insurance as may be required by the State of Florida. The City acknowledges and understands that there are no assurances or guarantees, either expressed or implied, with respect to the outcome of any particular issue or matter handled by the Firm. The City agrees that the services provided by the Firm under this Agreement are performed as an officer of the City and therefore, the City hereby extends protections afforded by Section 111.07, Florida Statutes and under Florida's common law to the Firm and each of its partners, attorneys, law clerks paralegals and other employees, and the City shall defend the same accordingly.

8. LAWS. The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.

9. ENTIRE AGREEMENT. This Agreement shall replace the prior Professional Services Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions or

obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

CITY ATTORNEY:
Fishback Dominick LLP

CITY COMMISSION OF THE CITY
OF WINTER GARDEN, FLORIDA

A. Kurt Ardaman, Partner
For the Firm

John Rees, Mayor

ATTEST:

Angee Grimmage, City Clerk

Approved by the City Commission on
_____, 2025

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director
Marc Hutchinson, Economic Development Director

Via: City Manager Jon C. Williams

Date: March 18, 2025 **Meeting Date:** March 27, 2025

Subject: Project Feasibility – 1500 & 1700 E Plant St
PARCEL ID # 12-22-27-6496-07-001 & 13-22-27-0000-00-011

Issue: Discussion of the feasibility of a proposed mixed-use development with Federal Finance and consideration of Federal Finance’s Letter of Intent.

Discussion: Federal Finance has approached the City of Winter Garden with a proposal to develop the property at 1500 and 1700 E Plant Street. The proposal is for a mixed-use development that includes a professional soccer stadium, a hotel, commercial and mixed-use buildings, multi-family buildings, townhomes, sports practice fields, sports courts, and parks.

The 70 +/- acre property, located at 1500 and 1700 E Plant Street, is zoned C-2 Arterial Commercial District, has a future land use designation of Multi Use Development, and falls under the City’s Plant Street Character Area Overlay. This entitles the property to be developed with a wide range of commercial and mixed-residential uses, with a maximum floor area ratio of 2.0 and up to 30 dwelling units per acre with development bonuses.

The City has received a number of development proposals for the property in recent years. While those previous proposals ranged in density and intensity, none of them proposed any direct public benefits for Winter Garden residents. Federal Finance is eager to continue conversations and negotiations with Staff about the development proposal to gauge the viability of the project, ensuring it’s mutually beneficial and provides those direct public benefits.

Recommended Action: Staff recommends the City Commission approve the Letter of Intent to continue conversations and negotiations with Federal Finance about the potential development of the properties located at 1500 and 1700 E Plant St.

Attachment(s)/References:
Letter of Intent



Orlando, FL & Manhattan, NY Tel: (646) 741 3338

March 17th, 2025

City of Winter Garden
300 W. Plant Street
Winter Garden, Florida, 34787

Federal Finance & Federal Sports Alliance
Tan Bahia, CEO
5728 Major BLV, STE 603, Orlando, FL 32819

Via: Jon C. Williams, City Manager

Re: Development Proposal Presented by Federal Finance and Federal Sports Alliance
("Federal")
for 1500 & 1700 E. Plant Street, Winter Garden, FL (Strates Property)

Subject: Letter of Intent in Response to Proposal

Dear Mr. Williams:

Federal is pleased to submit its proposal for the development of the Strates Property for consideration by the City of Winter Garden. Federal would like the City to express its intent to consider support for Federal's proposed Mixed-Use Development and Sports Complex, located at 1500 & 1700 E. Plant Street, Winter Garden, Florida 34787. This is Federal's letter of intent that we would like the City to approve. Federal believes that its proposed development aligns well with the City's goals for economic development, infrastructure improvement, and community enhancement.

Project Overview

Federal and Federal Sports Alliance propose and aim to construct a master planned development project consisting of commercial, mixed-use, multi-family/townhome, recreational facility and sports stadium as more particularly described in the attached "**Exhibit A**". This project is expected to create jobs, provide affordable housing, enhance public spaces and boost economic activity within the City of Winter Garden and West Orange County.

City's Intent

Federal and Federal Sports Alliance request that the City work collaboratively with them to facilitate the successful development of the Strates Property. This may include:

- Zoning & Land Use Assistance – Consider method to streamline necessary zoning approvals and permits.
- Infrastructure/Land Collaboration – Exploring potential partnerships for necessary infrastructure improvements and City acquisition of property.



- Funding & Incentive Considerations – Assisting in identifying potential grants, tax incentives, potential impact fee waivers or funding opportunities, if applicable.
- Regulatory & Permitting Support – Coordinating with relevant agencies and departments to ensure timely consideration of applications for approvals.

Next Steps

Federal and Federal Sports Alliance request that the City approve this letter of intent and commence further discussions with Federal Finance & Federal Sports Alliance and the property owner to negotiate agreements, outline responsibilities, and address any additional requirements for consideration of this project. This Letter of Intent is non-binding and signifies our commitment to achieving an appropriate and successful development of this property.

We look forward to working collaboratively to successfully develop a project that will positively impact the community. We understand that the contact going forward would be Marc Hutchinson, Economic Development Director of the City whose contact information is: 407-656-4111 ext. 2306 and mhutchisnon@cwgd.com.

Sincerely,

Federal Finance & Federal Sports Alliance
Tan Bahia, CEO

T Bahia

Approved by The Winter Garden City Commission on this ____ day of _____,
2025

APPROVED:

John Rees, Mayor/Commissioner



Exhibit A

Proposed Development



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: March 18, 2025

Meeting Date: March 27, 2025

Subject: Approve a Purchase Order for Mead and Hunt for Temporary On-Call Construction Engineering and Inspection Services (CEI) for the Crest Avenue WWTP.

Issue: The City has decided to advertise for Construction, Inspection and Engineer of Record Services for the construction of the Crest Avenue WWTP. Mead and Hunt are one of our selected Continuing Services Engineering Firms and have prepared an On Call Scope for the time in between the advertisement and selection of a CEI Firm. Their assistance will be on a Time and Materials (T&M) basis and will enable the construction to continue without delay.

Recommended Action:

Recommend approving a Purchase Order for Temporary On-Call Construction Engineering and Inspection Services (CEI) to Mead and Hunt, Inc., in the amount not to exceed (NTE) of \$325,000.00

Attachments:

- Scope of Work from Mead and Hunt



March 14th, 2025

Jim Monahan, PE
City Engineer
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Email: jmonahan1@cwgdn.com
Hard Copy Mailed Only on Request

**Subject: ON-CALL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
(CEI) SCOPE AND FEE ESTIMATE – M1000718-251208.01**

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for On-Call Construction Engineering and Inspection (CEI) services.

We understand that the City has a need for assistance with administering and monitoring various upcoming construction projects. Mead & Hunt will provide the services detailed within this scope on an as-needed basis and upon written request issued by the City.

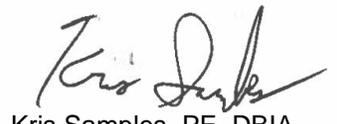
Mead & Hunt has extensive experience in performing CEI services for construction projects of all sizes, and we are confident that we will provide value to the City's upcoming projects.

We appreciate this opportunity to continue to be of service. If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

MEAD & HUNT, INC.


Justin Kise, PE, DBIA
Business Unit Leader


Kris Samples, PE, DBIA
National Market Leader, VP

JK/KS/dd



**CITY OF WINTER GARDEN
ON-CALL CONSTRUCTION ENGINEERING AND INSPECTION
(CEI) SCOPE AND FEE ESTIMATE
M1000718-251208.01**

The terms and conditions of the Continuing Contract for Professional Engineering Services RFQ 23-001 dated March 9, 2023 between the City of Winter Garden (**CITY**) and Mead & Hunt, Inc. (**CONSULTANT**) (“Continuing Contract”) apply to this Task Order and are fully integrated herein. The City shall have the right to terminate this Task Order in the same manner as it is allowed to terminate the Continuing Contract without terminating the entirety of the Continuing Contract.

GENERAL

The proposed project entails providing On-Call Construction Engineering and Inspection (CEI) services for various construction projects within the City of Winter Garden.

The scope and fee proposal submitted herein includes CEI services, including but not limited to, project management, construction contract administration, onsite representative, and subconsultant services.

SCOPE OF SERVICES

After receipt of authorization to proceed, CONSULTANT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

CONSULTANT’S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project for the CITY.

Project Kick-Off Meeting

CONSULTANT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, CONSULTANT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

CONSULTANT will implement a quality assurance and control process, which includes:

Independent review of deliverables prior to submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – CONSTRUCTION CONTRACT ADMINISTRATION

CONSULTANT will provide Construction Contract Administration services, as-needed, for the CITY identified projects until the not-to-exceed contract amount is met.

Pre-Construction Meeting

CONSULTANT will coordinate and preside over in-person or virtual pre-construction meetings with the CITY, contractor, and other project stakeholders. CONSULTANT will prepare agenda and distribute to all invitees prior to meeting. CONSULTANT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

CONSULTANT will coordinate and preside over construction progress meetings. CONSULTANT will prepare agendas, meeting summaries, and distribute to all attendees.

Deliverables – Progress Meetings

- Progress meeting agendas and summaries

Construction Submittals

CONSULTANT will receive, review, and respond to Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

CONSULTANT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents).

CONSULTANT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. CONSULTANT will review and return shop drawings within 14 calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and CONSULTANT will provide a recommendation on the submittal response to the CITY.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

CONSULTANT will receive and respond to contractor RFI's related to clarification of the contract documents, design intent, or field conditions. CONSULTANT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

CONSULTANT will prepare, issue, and coordinate field order's, requests for proposals (RFP's), and change orders in coordination with the CITY. CONSULTANT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

CONSULTANT will review monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. CONSULTANT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

Site Visits

CONSULTANT will conduct site visits during construction to monitor construction and compliance with the construction contract documents.

PHASE 3 – CONSTRUCTION OBSERVATION

CONSULTANT will supply a resident project representative (RPR) for construction observation and documentation for the construction activity. The duration and amount of work effort may vary based on the contractor's efforts and the CITY's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward and verify resolution of resident/property CITY complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs
- Red-Line Construction Drawings

PHASE 4 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 10%.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Design Services
- Laboratory Services
- Land Surveying
- Engineer of Record Services
- Funding Assistance
- Permitting Services

SCHEDULE

CONSULTANT will perform the work on an as needed basis based on the CITY's written requests.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Subconsultants/Reimbursables, is **\$325,000.**

The above fee is based on the following breakdown and the labor rates as shown in **Exhibit A:**

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	\$25,000	<i>Time & Expenses</i>
<i>Phase 2 – Construction Contract Administration</i>	\$75,000	<i>Time & Expenses</i>
<i>Phase 3 – Construction Observation</i>	\$100,000	<i>Time & Expenses</i>
<i>Phase 4 – Subconsultants/Reimbursables</i>	\$125,000	<i>Actual Cost + 10%</i>
TOTAL	\$325,000	

AUTHORIZATION

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by CONSULTANT.

Accepted by: **CITY OF WINTER GARDEN**

Approved by: **MEAD & HUNT, INC.**

By: _____

By:  _____

Name: _____

Name: Justin Kise

Title: _____

Title: Business Unit Leader

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date March 14, 2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF WINTER GARDEN, 300 WEST PLANT STREET, WINTER GARDEN, FL 34787, City Clerk, Angee Grimmage, CMC, (407) 656-4111, Ext. 2297, agrimmage@wintergarden-fl.gov.

EXHIBIT A
MEAD & HUNT HOURLY LABOR RATES

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2025

Standard Billing Rates

Archaeologist/Historian Technician, Project Assistant I, Technical Editor I	\$95.00 / hour
Archaeologist/Historian I.....	\$103.00 / hour
Archaeologist/Historian II.....	\$112.00 / hour
Archaeologist/Historian III, Project Assistant II, Technical Editor II, Technician I.....	\$125.00 / hour
Project Assistant III, Technical Editor III, Technician II	\$144.00 / hour
Engineer I, Architect I, Interior Designer I, Planner I, Scientist I	\$153.00 / hour
Senior Archaeologist/Historian, Project Assistant IV, Technical Editor IV, Technician III	\$163.00 / hour
Registered Land Surveyor.....	\$177.00 / hour
Engineer II, Architect II, Interior Designer II, Planner II, Scientist II	\$180.00 / hour
Project Archaeologist/Historian, Technician IV	\$185.00 / hour
Senior Technician	\$197.00 / hour
Engineer III, Architect III, Interior Designer III, Planner III, Scientist III	\$204.00 / hour
Senior Engineer, Architect, Interior Designer, Planner and Scientist.....	\$227.00 / hour
Project Engineer, Architect, Interior Designer, Planner and Scientist.....	\$250.00 / hour
Senior Project Engineer, Architect, Interior Designer, Planner and Scientist.....	\$289.00 / hour
Senior Associate, Senior Client/Project Manager	\$323.00 / hour
Principal	\$355.00 / hour

Expenses

Geographic Information or GPS Systems	\$110.00 / day
Total Station Survey Equipment.....	\$220.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: March 18, 2025

Meeting Date: March 27, 2025

Subject: Approve a Purchase Order (PO) with Middlesex Paving, LLC for FY 25 Resurfacing.

Issue: The annual street resurfacing project for Fiscal Year 2025 consists of milling and resurfacing City roadways that are beyond their service life. The attached maps show the roadways that are to be resurfaced; Smith, Summer, Charles Streets, a portion of E Tilden Street, and E Bay Street between Dillard and 9th. Also being resurfaced are James, Virginia and Gary Drives, W Lafayette, W Cypress Streets and S Boyd Street. This work is being Piggybacked from Orange County Contract Y23-119D, Amendment 1.

Recommended Action:

Recommend approving PO with Middlesex Paving LLC for resurfacing services in the amount of \$997,537.75.

Attachments:

- Middlesex Paving LLC Proposal
- Roadway maps showing the extent of the work (6 Total)
- Orange County Amendment #1 to Contract # Y23-119D

PROPOSAL

Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: (407) 206-0077

Fax: (407) 206-3559

Submitted To: City of Winter Garden
251 W. Plant Street
Winter Garden, FL 34787

Phone: 1-407-656-4111
Fax: 1-407-656-4952
Attention: Art Miller

Job Name: WINTER GARDEN FY25
Proposal No.: PAV9337

Middlesex Contact: Peter Fronczak

Proposal includes up to 1 Paving Mobilization(s).
Proposal is based on Completion by Nov, 2025.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
8	MILLING @ 1.5"	32,356.00	SY	5.00	161,780.00
2	ASPHALT PAVING SP 12.5-C @ 1.5"	32,356.00	SY	24.00	776,544.00
19	PAVEMENT MARKINGS 6" (PAINT WHIE/YELLOW)	3,295.00	LF	2.25	7,413.75
	TOTAL BASE				945,737.75
7	LEVELING, AS SPECIFIED	100.00	TN	350.00	35,000.00
16	BASE REPAIR 4" (SP 12.5 ASPHALT)	100.00	SY	68.00	6,800.00
12	RAISE MANHOLE W/RISER RING	2.00	EA	350.00	700.00
13	RAISE WATER VALVES W/RISER RING	2.00	EA	150.00	300.00
22	MESSAGE BOARDS	10.00	WEEK	300.00	3,000.00
21	LAW ENFORCEMENT FOR SPECIAL MOT	40.00	HR	150.00	6,000.00
	TOTAL AS NEEDED				51,800.00

NOTES:

ACCEPTANCE OF PROPOSAL:

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

Company Name: _____

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

Printed Name: _____

MOBILIZATIONS

* If additional paving mobilizations are required exceeding those noted above then an added charge of \$5,500 will be required for each extra Mobilization.

* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling

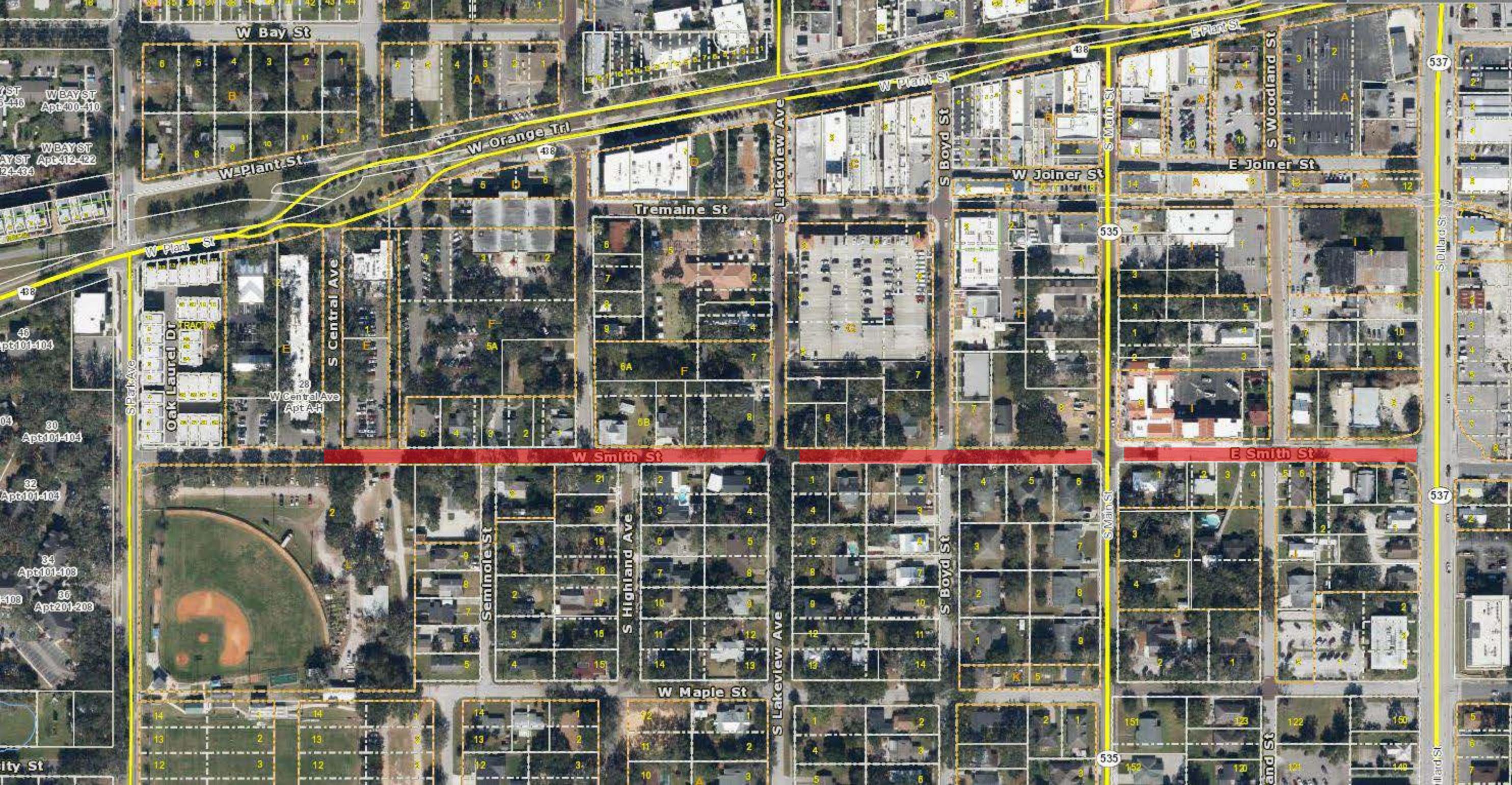
mobilizations are required then an additional \$4,500 will be charged for each extra.

GENERAL NOTES

* THIS IS A UNIT PRICE PROPOSAL

- * If work is not completed prior to completion date of contract, Middlesex may cancel this contract with a 10 day notice.
- * This Proposal is based on quantities supplied by the contractor. The quantities in this proposal will be the MINIMUM quantities BILLED and the unit prices will apply to any overrun.
- * Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- * Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun at the line item price per ton.
- * This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- * Work is to be done during normal business hours Mon.-Fri. (7AM-5PM) or Sun. night thru Thurs. night (per lane closure restrictions). Work done outside of these standard shifts/hours due to GC or other requirements will be charged at \$1,500/shift.
- * This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- * This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required to allow milling and paving equipment "walking" access across any bridges then that responsibility will be borne by the General Contractor.
- * Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- * Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- * Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization will be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- * The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- * Turnout Construction is for "ASPHALT" is for placement of asphalt only.
- * Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- * Miscellaneous milling required for joint tie-ins by a skid steer milling machine will be charged at the daily rate of \$1,200 (includes all cleanup and disposal of milled material). Milling requiring a full size milling machine will be priced separately.
- * Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- * All paving areas not accessible by paving machine will be performed at the hand work tonnage unit price of \$250.00 per ton.
- * Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- * Middlesex will not be responsible for tack or prime on adjacent roadways due to normal paving operations.
- * Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location.
- * When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are constructed prior to paving operations.
- * The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
- * If Middlesex is to perform flagging operations for GC, all devices will be provided by GC. Middlesex will set up and take down temporary signs and perform flagging for a price of \$1,550/day. If cones are provided by Middlesex there will be an additional charge of \$100/day.
- * Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
- * Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
- * All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards, unless item of work is noted otherwise to specifically include virgin materials only. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
- * All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards for PG 64-22 or PG 67-22, unless the item is specifically noted otherwise. If a special additive is required, such as modified binder (PG 76-22), this must be communicated to Middlesex for inclusion in the proposal. If special additives are not specifically noted, they are not included in this proposal.

- * All asphalt and fuel escalations paid to the contractor by FDOT, or other Owner, for the asphalt paving shall be passed on directly to Middlesex.
- * Prices quoted are based on current FOB refinery prices on liquid asphalt and diesel fuel. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of the contract. The base prices for liquid asphalt and fuel are based on the current FDOT index. The date is based on the actual bid date of the project (in accordance with FDOT standard specifications section 9-2). If the costs of these materials increases the owner/contractor will make adjustments to the contract based on the FDOT index. This index, API, is provided by FDOT on a monthly basis. Middlesex will make adjustments to the contract based on this index.
- * This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
- * This proposal/agreement is intended as a replacement or supplement to any previously issued proposals/agreements. The items of work and the special notes and conditions included in this proposal shall supercede those of any previously issued proposals. Any conflicting information shall default to the most recently dated proposal/agreement.
- * This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be executed.
- * If contract is cancelled then Middlesex shall not be held liable for any remaining contract work. Middlesex shall be entitled to receive final payment for all work performed by us to the date of cancellation within 15 days.
- * Payment Terms shall be the same as Contract Agreement, but payment no later than 30 days after Middlesex's invoice.
- * Unless provided for otherwise in this proposal, this proposal is valid for 30 days from the date of the proposal. If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
- * For FDOT projects, this proposal includes CQC testing and entry into the MAC system for Asphalt Items only.
- * Price includes the applicable Florida sales tax on materials and other related taxable items to be used on this project.
- * All prep for paving by others, other than stated herein.
- * All access, traffic, and safety control by others.
- * Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
- * Prices do not include engineering or layout.
- * All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25' in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
- * Sawcutting is not included in any items on this bid and is the responsibility of the site contractor.
- * Testing and/or inspection, if required, shall be conducted by others and is not included in this proposal. Any fees that may be associated with this effort are specifically excluded from this proposal.
- * Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- * In the event this project requires legal assistance in payment/collection matters, the undersigned agrees to pay reasonable attorney fees, or fees as awarded by the court. Legal venue shall be in the county of the project location.
- * This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.
- * This proposal does not include any provision for participation in either OCIP (Owner Controlled Insurance Program) or CCIP (Contractor Controlled Insurance Program), or any insurance program furnished by others. If participation is a requirement of the Contract, then Middlesex will be allowed opportunity to revise proposal and any such adjustments will become part of the Subcontract Agreement.



W Bay St

W Plant St

W Orange Trl

Tremaine St

W Smith St

W Maple St

W Plant St

Oak Laurel Dr

W Central Ave Apt A-H

Seminole St

S Highland Ave

S Lakeview Ave

S Boyd St

S Main St

S Dillard St

E Plant St

W Joiner St

E Joiner St

E Smith St

WEAYST Apt 400-410

WEAYST Apt 412-422

Apt 101-104

Apt 101-104

Apt 101-104

Apt 101-103

Apt 201-203

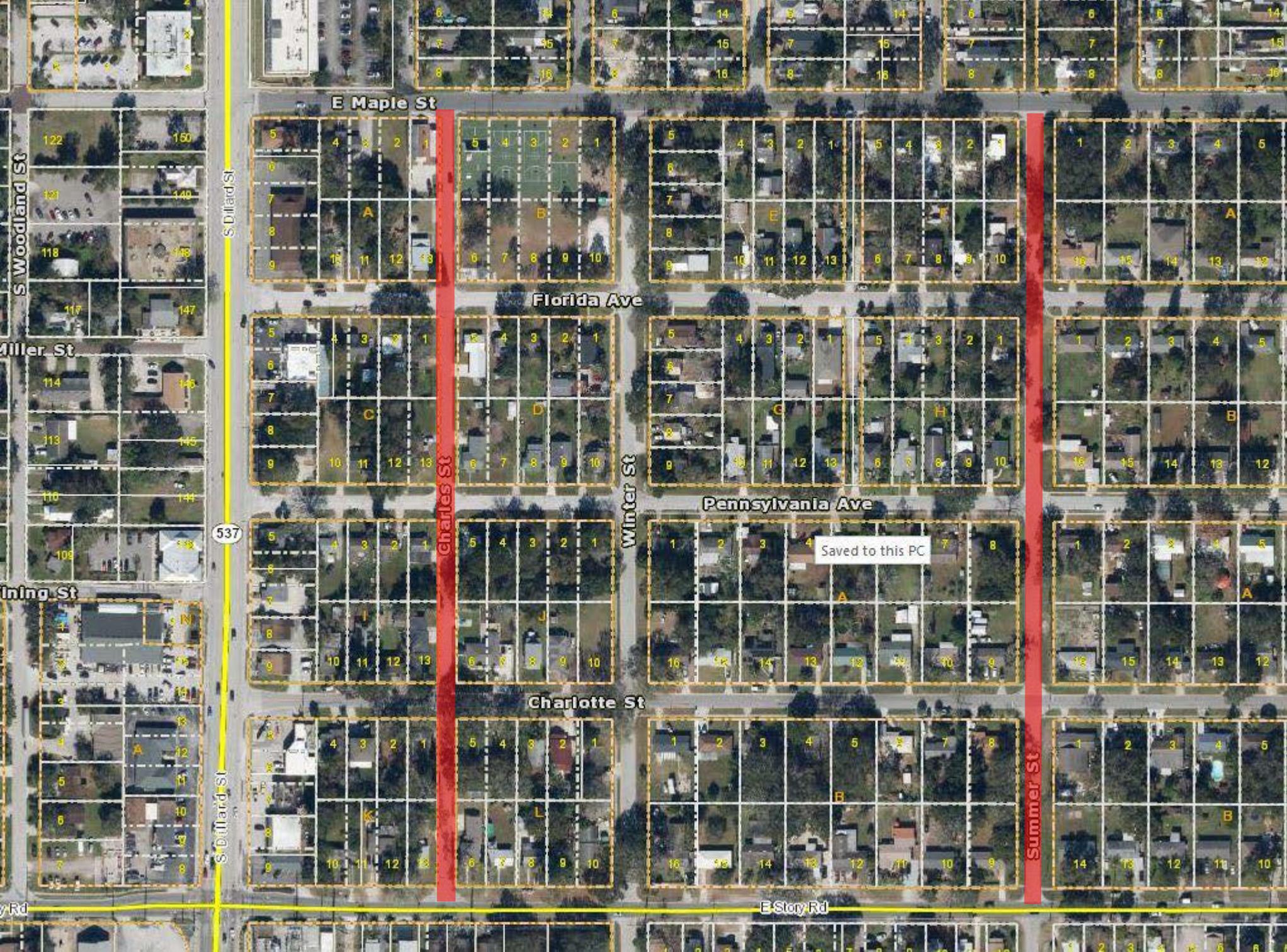
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E Stoy Rd

S Dillard St

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Summer St

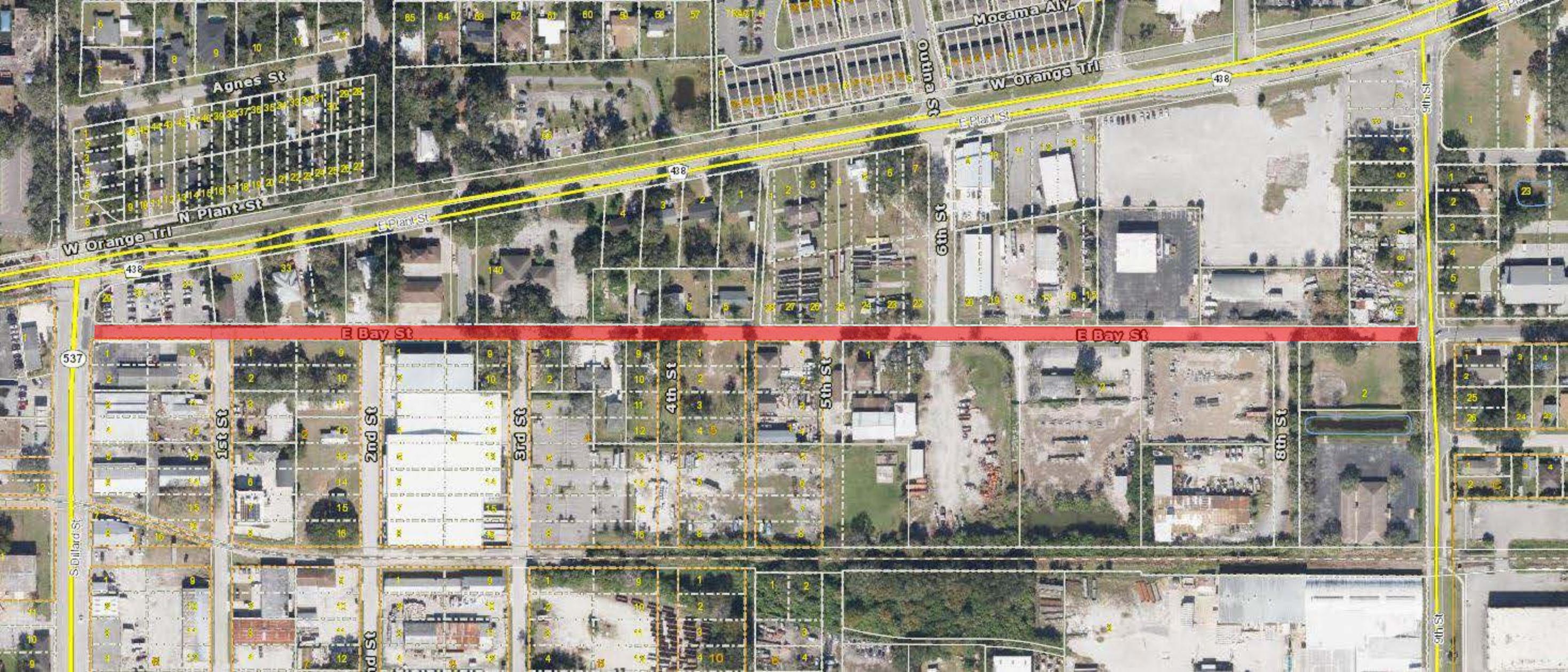
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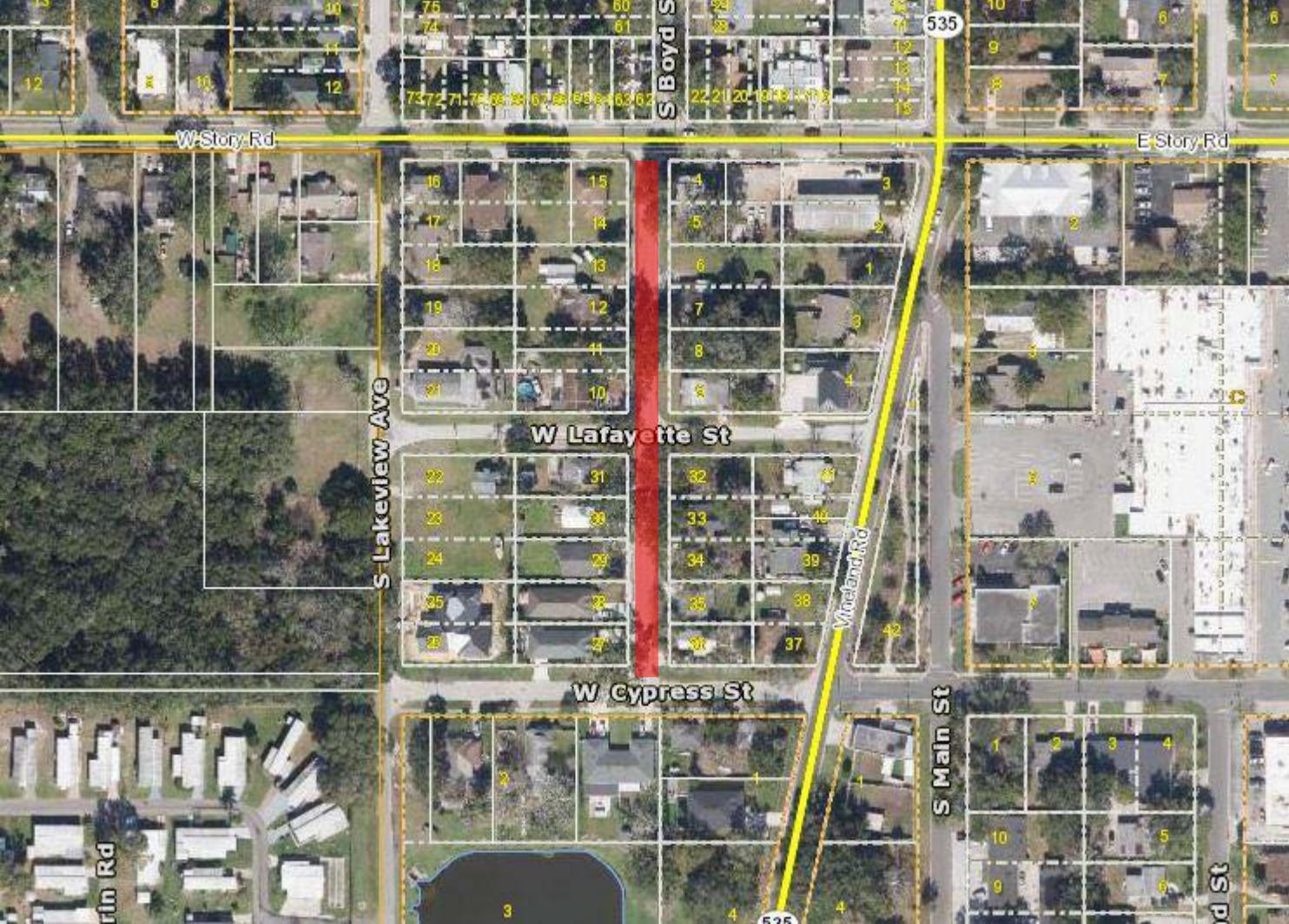
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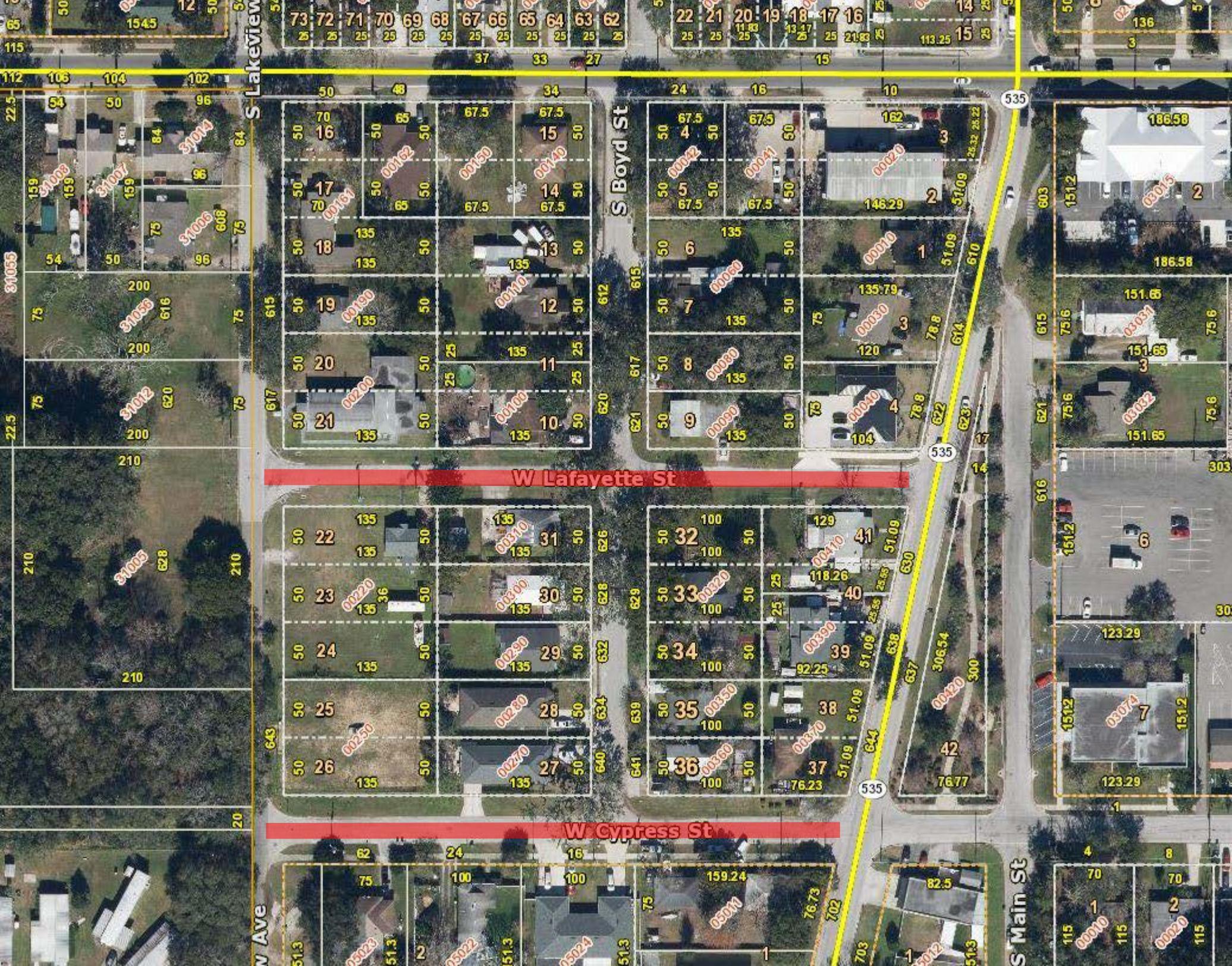
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September 5, 2024
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
AMENDMENT NO. 1 / CONTRACT NO. Y23-119D
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS

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

This amendment is hereby incorporated into the contract documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. In accordance with Contract Terms and Conditions Article 7.6, Contract Term/Renewal the County exercises the option by extending the term of the contract as follows:

From: November 3, 2023 through November 2, 2024

To: November 3, 2024 through November 2, 2025

2. Prices, all other terms, conditions and specifications remain the same.

Board of County Commissioners
Orange County, FL

Cassandra Reyes

Cassandra Reyes, Contracting Agent
Procurement Division

9/5/24

Date

Middlesex Paving LLC.

Michael F. Feliciano

Signature

Michael Feliciano

Type or Print Name

9/5/24

Date

REQUIRED CONTRACT



PROCUREMENT DIVISION
400 E. SOUTH STREET | 2ND FLOOR | ORLANDO, FLORIDA 32801

Contract No.Y23-119D
Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms

1.1. TERM CONTRACT

Made between Orange County, Florida (hereinafter called COUNTY), represented by the Manager of the Procurement Division, or their authorized delegate, executing this Contract, and Middlesex Paving, LLC., 46-1625297.

This Contract is effective November 3, 2023 and shall remain effective through November 2, 2024.

This Contract may be renewed (if applicable), cancelled or terminated as provided in the Contract Documents. Any amendments to this Contract must be in writing.

1.2. AMOUNT OF CONTRACT

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of:

\$21,986,100.00

TWENTY-ONE MILLION NINE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED DOLLARS.

The Contractor shall provide written notification to the County's Project Manager when 90% of the total contract amount has been reached. The Contractor shall not proceed beyond 100% of the total contract amount unless duly authorized by a written change order.

1.3. CONTRACT DOCUMENTS

The following documents are hereby incorporated into this contract.

The order of precedence of items and documents is as follows:

1. Construction Contract
2. Permits

3. Solicitation addenda and written question/answers issued
4. Federal Terms and Conditions (if applicable)
5. Supplemental Terms and Conditions (if applicable)
6. Special Terms and Conditions
7. Contract Terms and Conditions
8. Bond Requirements
9. Insurance Requirements
10. Business Development Requirements (if applicable)
11. Specifications/Technical Provisions
12. Drawings/Plans
13. Road Design, Structures, and Traffic Operations Standards (If applicable)
14. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)
15. Submittal Instructions and Solicitation Terms
16. Contractor's Bid Proposal

1.4. COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with their bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

1.5. INVOICING

Invoices against this Contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bid.

Invoices must be submitted, in duplicate, referencing this Contract number and the applicable Delivery Order / Purchase Order number to:

Roads and Drainage Division
Public Works Complex, Building 1
4200 S. John Young Py
Orlando, FL, 32839

1.6. CONTRACT EXECUTION

County and Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

1.7. COUNTERPART (1)

Middlesex Paving, LLC.,

Orlando, FL

BY:  (Authorized Signatory)

Michael Iapaluccio (Name)

Vice President Paving (Title)

DATE: November 3, 2023



NOTICES:

Mike Iapaluccio (Contact)

10801 Cosmonaut Blvd (Address)

Orlando, FL 32824 (City, State Zip)

407-632-4028 (Phone)

mikei@middlesexco.com (Email)

1.8. COUNTERPART (2)

Orange County's Acceptance of Bidder's Offer and Contract Award

BOARD OF COUNTY COMMISSIONERS

ORANGE COUNTY, FLORIDA

BY: Carrie Mathes (Authorized Signatory)

CARRIE MATHES, MPA, CFCM, NIGP-CPP, CPPO, C.P.M., CPPB, A.P.P

Manager, Procurement Division

DATE: 3.1.2024

NOTICES:

PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801

(407) 836- 5635

EMAIL:PROCUREMENT@OCFL.NET

**THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM**

From: Jim Monahan P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: March 18, 2025

Meeting Date: March 27, 2025

Subject: Request to issue a Deductive Change Order for the Crest Avenue WWTP Upgrades for Guaranteed Maximum Price 2 (GMP-2) to Wharton-Smith Inc.

Issue: The Wharton-Smith, Inc. CMAR Team re-evaluated numerous bid submittals for multiple construction categories to calculate a final cost savings for the project. A tabulation of the bids for each discipline are included for reference in the attached backup document. The final cost includes work, materials & equipment and management of the project based on the 90% Plans that the Design Team provided on October 2, 2024.

Recommended Action:

Recommend approving the Deductive Change Order to Wharton Smith, Inc. for GMP-2 in the amount of \$3,747,170.00 for a total project cost of \$128,890,600.00, which includes the \$5,107,615.00 that was approved for GMP-1 in February 2024.

Attachments/References:

- Abridged CMAR GMP—2 Deductive Change Order from Wharton Smith, Inc.

City of Winter Garden

Crest Avenue WWTF Expansion



GMP 2B

February 24, 2025

Presented by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Josh Burns – Project Executive
jburns@whartonsmith.com

Engineer: Atkins

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – COST SUMMARY, DIRECTS, AND GENERAL CONDITIONS

SECTION 3 – BID PACKAGE TABULATIONS & EVALUATIONS

SECTION 1 – EXECUTIVE SUMMARY

February 24, 2025

Mr. Jim Monahan
Engineering Division
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Re: Crest Avenue WWTF Expansion
GMP Reconciliation

Dear Mr. Monahan:

Wharton-Smith is pleased to submit the results for the bidding under Guaranteed Maximum Price – GMP 2 Part B for the Crest Avenue WWTF Expansion project. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. After this bidding process and completion of procurement on GMP 2 Part A bids, we were able to secure savings of \$3,747,170.00 by reconciling the values to the GMP 2 Values for these scopes previously provided. As discussed, a Change Order to be issued for (\$3,747,170.00) to bring the total project value to be \$128,890,600.

Please note the following clarifications regarding this proposal:

1. Work is in accordance with the Atkins drawings Crest Avenue WWTF Expansion 90% Design Submittal dated October 2024 including Addendum 3 and 4 Revisions.
2. Please refer to Section 2 for the GMP Bid Package Cost Summary.
3. Bid evaluations for each of the competitively bid work packages that have been procured to date are included in Section 3 along with the proposal for the recommended low responsive bidder for those packages.
4. All saving that would have been moved to the project contingency will be removed from the project. As this portion has been removed, we request that all parties continue to pursue additional savings where possible. While the contract has a portion of savings being assigned to the construction manager, Wharton-Smith is waiving any rights to the savings on this portion for the best interest of the project and team.
5. We have the following clarifications for the team's review and consideration:
 - a. Bid package clarifications and exceptions are presented in the bid evaluation forms and bid proposals for final review and consideration.
 - b. Additional evaluation is needed for the final scope and options for the Specialty Coatings bid package. The GMP includes the bid package value for the current low responsive bidder for this package without the cost for coating the EQ Tanks. It is assumed we will be able to discuss options and provide a better value option for any coatings in those tanks.
 - c. Additional evaluation is needed for the final scope and options for the Diffused Aeration Equipment bid package as we wait for the vendors to finalize their Digester Aerators scopes and costs. The GMP includes the bid package value for the current low responsive bidder for this package but not the Coarse Bubble Diffusers.

- d. Davis-Bacon prevailing wage requirements and American Iron and Steel (AIS) are incorporated in the pricing to comply with SRF funding requirements. BABA requirements are not included as the City has received a BABA waiver from FDEP for this project.
- e. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
- f. Duration of material lead times are based on current market conditions.

As always, I am available to discuss at your earliest convenience.

Very respectfully,

D. Scott Jamison, PE
Project Executive
Wharton-Smith, Inc.

SECTION 2 – GMP Bid Package Cost Summary



CITY OF WINTER GARDEN - CREST AVE WWTF EXPANSION
GMP-2 Bid Package Cost Summary
 2/25/25

DESCRIPTION	QTY	UOM	COST OF WORK				\$ TOTALS	TAX	TOTAL BUDGET	FINAL AMOUNT	GAIN/(LOSS)	COMMENTS
			LABOR	EQUIPMENT	MATERIALS	SUBS						
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT						
GENERAL REQUIREMENTS DIVISION 0												
GENERAL REQUIREMENTS SUMMARY	1	LS	\$ 112,826	\$ -	\$ 705,734	\$ 1,524,142	\$ 2,342,702					
PURCHASE ORDERS												
11372 - MULTISTAGE CENTRIFUGAL BLOWERS	1	LS	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 120,050	\$ 2,120,050	\$ 2,001,750	\$ 118,300	HOFFMAN/TSC
11440 - DIFFUSED AERATION EQUIPMENT	1	LS	\$ -	\$ -	\$ 420,000	\$ -	\$ 420,000	\$ 25,250	\$ 445,250	\$ 305,699	\$ 139,551	SSI
11591 - SAMPLER	1	LS	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 1,550	\$ 26,550	\$ -	\$ 26,550	WSI
13205 - FRP TANKS	1	LS	\$ -	\$ -	\$ 605,000	\$ -	\$ 605,000	\$ 36,350	\$ 641,350	\$ 465,658	\$ 175,692	AUGUSTA
COURSE BUBBLE DIFFUSERS (SHT)	1	LS	\$ -	\$ -	\$ 110,000	\$ -	\$ 110,000	\$ 6,650	\$ 116,650	\$ -	\$ -	
13210 - ALUMINUM COVERS	1	LS	\$ -	\$ -	\$ 1,895,000	\$ 380,000	\$ 2,275,000	\$ 113,750	\$ 2,388,750	\$ 928,446	\$ 1,460,304	TCC
11213 - VERTICAL TURBINE - PLANT REUSE WATER SYSTEM	1	LS	\$ -	\$ -	\$ 225,411	\$ -	\$ 225,411	\$ 13,575	\$ 238,986	\$ 152,759	\$ 86,227	RC BEACH
11010 - PRESSURIZED BLADDER TANK	1	LS	\$ -	\$ -	\$ 205,314	\$ -	\$ 205,314	\$ 12,369	\$ 217,683	\$ 60,928	\$ 156,755	RC BEACH
FRP ANALYZER BUILDING	1	LS	\$ -	\$ -	\$ 84,000	\$ -	\$ 84,000	\$ 5,090	\$ 89,090	\$ -	\$ 89,090	WSI
SUBCONTRACTS												
REMAINING SITE WORK SCOPES	1	LS	\$ -	\$ -	\$ -	\$ 726,626	\$ 726,626	\$ -	\$ 726,626	\$ -	\$ -	
BUILDING SUBCONTRACTOR WORK	1	LS	\$ -	\$ -	\$ -	\$ 3,266,158	\$ 3,266,158	\$ -	\$ 3,266,158	\$ -	\$ -	
PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 1,042,657	\$ 1,042,657	\$ -	\$ 1,042,657	\$ -	\$ -	
PRE-ENGINEERED METAL BUILDING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 413,296	\$ 413,296	\$ -	\$ 413,296	\$ 404,378	\$ 8,918	BREVARD
HOISTS AND CRANES SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 412,500	\$ 412,500	\$ -	\$ 412,500	\$ 198,930	\$ 213,570	MATERIAL HANDLING SYSTEMS
MECHANICAL PLANT CONTRACTOR (MPC)	1	LS	\$ -	\$ -	\$ -	\$ 24,650,104	\$ 24,650,104	\$ -	\$ 24,650,104	\$ 23,568,000	\$ 1,082,104	WSI
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 13,500,000	\$ 13,500,000	\$ -	\$ 13,500,000	\$ 13,580,000	\$ (80,000)	ESI
EARLY WORK PACKAGES ALREADY BID OUT												
EARLY SITEWORK	1	LS	\$ -	\$ -	\$ -	\$ 2,121,162	\$ 2,121,162	\$ -	\$ 2,121,162	\$ 1,955,443	\$ 165,719	MARLIN
DEMOLITION	1	LS	\$ -	\$ -	\$ -	\$ 604,700	\$ 604,700	\$ -	\$ 604,700	\$ 598,100	\$ 6,600	PECE OF MIND
CONCRETE	1	LS	\$ -	\$ -	\$ -	\$ 12,897,014	\$ 12,897,014	\$ -	\$ 12,897,014	\$ -	\$ -	WSI - REV.
SUBMERSIBLE PUMPS	1	LS	\$ -	\$ -	\$ -	\$ 1,461,713	\$ 1,461,713	\$ -	\$ 1,461,713	\$ 1,461,713	\$ -	XYLEM
COARSE SCREENS	1	LS	\$ -	\$ -	\$ -	\$ 824,379	\$ 824,379	\$ -	\$ 824,379	\$ 820,510	\$ 3,869	SAVECO
GRIT EQUIPMENTS	1	LS	\$ -	\$ -	\$ -	\$ 991,609	\$ 991,609	\$ -	\$ 991,609	\$ 991,609	\$ -	HYDRO/MKI
FINE SCREENS	1	LS	\$ -	\$ -	\$ -	\$ 731,767	\$ 731,767	\$ -	\$ 731,767	\$ 728,355	\$ 3,412	SAVECO
EQ PUMPS	1	LS	\$ -	\$ -	\$ -	\$ 152,559	\$ 152,559	\$ -	\$ 152,559	\$ 152,559	\$ -	WEMCO
COMPRESSED AIR MIXING SYSTEM	1	LS	\$ -	\$ -	\$ -	\$ 1,777,125	\$ 1,777,125	\$ -	\$ 1,777,125	\$ 1,749,025	\$ 28,100	ENVIROMIX - REV.
VERTICAL TURBINE PUMPS	1	LS	\$ -	\$ -	\$ -	\$ 603,544	\$ 603,544	\$ -	\$ 603,544	\$ 604,379	\$ (835)	FLOWSERVE
CHEMICAL SKIDS	1	LS	\$ -	\$ -	\$ -	\$ 137,800	\$ 137,800	\$ -	\$ 137,800	\$ 137,825	\$ (25)	GUARDIAN
ODOR CONTROL SYSTEMS	1	LS	\$ -	\$ -	\$ -	\$ 1,631,308	\$ 1,631,308	\$ -	\$ 1,631,308	\$ 1,619,891	\$ 11,417	BIOAIR - REV.
SLIDE GATES	1	LS	\$ -	\$ -	\$ -	\$ 1,006,605	\$ 1,006,605	\$ -	\$ 1,006,605	\$ 1,007,025	\$ (420)	RW GATES
MASTER PLANT CONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 11,572,100	\$ 11,572,100	\$ -	\$ 11,572,100	\$ 11,572,100	\$ -	WSI
ELECTRICAL GEAR	1	LS	\$ -	\$ -	\$ -	\$ 3,200,000	\$ 3,200,000	\$ -	\$ 3,200,000	\$ 3,200,000	\$ -	ESI
GENERATOR	1	LS	\$ -	\$ -	\$ -	\$ 1,672,050	\$ 1,672,050	\$ -	\$ 1,672,050	\$ 1,643,025	\$ 29,025	CUMMINS - REV.
I&C SYSTEMS	1	LS	\$ -	\$ -	\$ -	\$ 3,471,379	\$ 3,471,379	\$ -	\$ 3,471,379	\$ 3,448,133	\$ 23,246	INFRAMARK
TOTAL GAIN/(LOSS) COST												
			\$ 112,826	\$ -	\$ 6,275,459	\$ 90,772,297	\$ 97,160,582			\$ 3,747,170		