



City Hall
510 N. Baker St.
Mount Dora, FL 32757

Honorable Catherine T. Hoechst
Mayor

Harmon Massey
Vice Mayor

Councilmember Pamela Burtnett
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Marc Crail
District 4

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
October 19, 2021, 5:30 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Florida Cities Government Week Proclamation
2. Utility Master Plan Update

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 10 business days.
- We will try to answer your questions at the time asked. However, there may be times we will need to do research prior to providing an answer.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of Employment Contract with Patrick Comiskey, City Manager
2. Request Approval of Amendment 1 to the Legal Services Agreement between the City of Mount Dora and Roper, P.A.

3. Request Approval of Amendment 1 to the Piggyback Agreement with Southern Switch & Contacts Services, Inc. for Substation and Generating Station Maintenance Services.
4. Request Approval of Amendment 1 to the Piggyback Agreement with Flo Power LLC for Substation and Generating Station Maintenance Services.
5. Request Approval of First Amendment to Financing Agreement for Christian Home and Bible School, Inc.
6. Request Approval of Meeting Minutes
 - September 7, 2021 CRA Governing Board Minutes
 - September 7, 2021 NECRA Governing Board Minutes

ACTION ITEMS

1. Request Approval of Amendment 1 to the CMAR Agreement with Wharton-Smith for acceptance of Guaranteed Maximum Price (GMP) for the construction of Fire Station 35
2. Request Approval of Amendment 3 to the Professional Services Agreement between the City of Mount Dora and ADG for Fire Station 34/Fire Admin/EOC Phase 2 Design and Engineering Services

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Final Reading of Ordinance No. 2021-16, Land Development Code Amendment – Murals

BOARD APPOINTMENTS

1. Building Heights Advisory Committee - City Manager Appointments and Next Steps
2. Building Heights Advisory Committee - City Council Appointments

CITY MANAGER

1. Lobbyist Update
2. Interim City Manager Report

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Marc Crail
- Council Member Cal Rolfson
- Council Member Pamela Burtnett
- Council Member Doug Bryant
- Council Member Austin Guenther
- Vice-Mayor Harmon Massey
- Mayor Catherine Hoechst

FUTURE MEETING DATES

- November 2, 2021, 1:30 PM, Regular Session
- November 16, 2021, 5:30 PM, Regular Session
- December 7, 2021, 5:30 PM, Regular Session
- December 21, 2021, 5:30 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT JESSICA BURNHAM, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Florida Cities Government Week Proclamation

Introduction:

This is a request for City Council to recognize October 18-24, 2021 as Florida Cities Government week as observed by the Florida League of Cities.

Discussion:

During Florida Cities Government Week, Oct 18-24, 2021, the City of Mount Dora will hold an interactive event and will be participating and engaged to show support for Florida Municipalities. The City Staff has prepared a proclamation to declare participation in Florida Cities Government Week.

Budget Impact:

N/A

Strategic Impact:

Showcase Infrastructure and City services.

Recommendation Proclamations are read and will be part of the official record of the City.

Attachment(s):

1. Florida City Government Week 2021

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/13/2021
Final Approval - 10/13/2021



PROCLAMATION

WHEREAS, City government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities. The City of Mount Dora supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

NOW, THEREFORE, I, Catherine T. Hoechst, Mayor of the City of Mount Dora, Florida, do hereby proclaim October 18-24, 2021

FLORIDA CITY GOVERNMENT WEEK

And I encourage all citizens to support the celebration and participate in corresponding activities.

PASSED AND DULY ADOPTED in regular session this 19th day of October, 2021.

CATHERINE T. HOECHST, MAYOR



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Utility Master Plan Update

Introduction:

Besh-Halff Engineering will present the draft Utilities (Water, Wastewater and Reclaimed Water) Master Plan. Periodic updates to the Utility Master Plan are required to keep the utility infrastructure current and to adequately plan new facilities for growth and manage debt.

Discussion:

The City's master plan for utilities was last updated in 2007. The City commissioned Besh-Halff Engineering to update the Utilities (Water, Wastewater and Reclaimed Water) Master Plan. Periodic updates are required to keep the utility infrastructure current and adequately implement infrastructure expansions for growth sustainably.

Utility staff have already utilized parts of the engineer's draft plan in the development of the FY 2021-22 budget and preparation of the new EPA required Resilience and Emergency Response Plan certification earlier this year.

Besh-Halff will present the draft plan with the Council and be prepared to discuss details of the plan.

Budget Impact:

N/A

Strategic Impact:

The updating of the City's utility assists in meeting the strategic goals of Economic Development, Infrastructure, Fiscal Resources, and Growth Management.

Recommendation City Council Recieve the presentation.

Attachment(s):

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 10/7/2021

Approved - 10/13/2021

Approved - 10/13/2021

Final Approval - 10/13/2021



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of Employment Contract with Patrick Comiskey, City Manager

Introduction:

This is an opportunity for the City Council to review and approve a contract between Patrick Comiskey and the City of Mount Dora.

Discussion:

On September 29, 2021, City Council appointed Patrick Comiskey to the position of City Manager. As part of the motion, the Mayor and City Attorney were authorized to negotiate an agreement with Mr. Comiskey, which is attached hereto.

Budget Impact:

Please see agreement.

Strategic Impact:

N/A

Recommendation City Council to approve the agreement as presented.

Attachment(s):

1. Comiskey Employment Agreement

Prepared by: Jessica Burnham, City Clerk
Reviewed by: John McKinney, Finance Director
Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/14/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

AGREEMENT

This Agreement is made by and between the City of Mount Dora, a Florida Municipal Corporation, 510 N. Baker Street, Mount Dora, Florida 32757, (hereinafter called "Employer" or the "City") and Patrick C. Comiskey, an individual who has education, training and experience in local government management, (hereinafter called "Employee"), both of whom agree as follows:

Section 1. Term

Pursuant to Article V, Section 20 of the City of Mount Dora Charter, Employee was appointed by a majority vote of the full City Council, on September 29, 2021, to serve as the City Manager of the City of Mount Dora. This City Manager Employment Agreement shall be effective on the date of approval by the City; however, Employee shall commence employment with the City of Mount Dora on November 15, 2021 (Commencement Date). This City Manager Employment Agreement shall continue until terminated by such a vote of the City Council, by operation of law or as otherwise as set forth herein.

Section 2. Duties and Authority

A. The City agrees to employ the Employee to serve as the City Manager for the City of Mount Dora, operating as its chief administrative officer and performing the functions and duties established by the City Charter, City Policy, City Codes, applicable state and federal law and such other legally permissible and proper duties and functions for the benefit of the City of Mount Dora.

B. Employee agrees to perform all duties of the City Manager for the City of Mount Dora in a professional, competent, responsible and industrious manner.

C. Employee shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skill necessary to faithfully perform the duties under this Agreement. This shall not be construed to prohibit occasional speaking engagements, limited teaching, consulting or other business opportunities, with the understanding that such arrangements shall not be for compensation and shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Any such undertakings will be disclosed in advance to the City Council.

Section 3. Compensation and Moving Expenses

A. Employer agrees to pay Employee an initial annual salary of One Hundred Seventy Thousand Dollars (\$170,000.00). The salary of Employee will be reviewed no less frequently than annually, at the time of Employee's annual review. Employer agrees to pay Employee in equal installments, on the same schedule as other City employees, during the term of this Agreement, making all required and applicable payroll deductions. Employer may, but is not obligated to, provide merit raises to Employee in accordance herewith.

B. In addition, Employer agrees to increase the salary of Employee in such amounts and to such extent as the Employer increases the pay of other City employees, as a result of an across-the-board or cost of living increase which affects all full-time, non-bargaining unit City employees.

C. The Employee acknowledges the importance of loyalty and the value of longevity and is committed to serving the City of Mount Dora as its City Manager, for at least five (5) years, with the exception of a life-altering event outside of his control, without seeking other employment opportunities. In consideration of this commitment, Employer shall pay Employee \$12,000 for relocation and temporary housing expenses, which shall be included on the Employee's W-2 for 2021. In the event, the Employee voluntarily leaves the employment of the City during the first five (5) year period of this Agreement, the Employee agrees to repay the City for all such relocation and temporary housing expenses based on the following schedule:

Year 1 – 100%
Year 2 – 80%
Year 3 – 60 %
Year 4 – 40%
Year 5 – 20%

Section 4. Vacation and Other Leave

A. shall be entitled to four (4) weeks of vacation leave annually. The Employee shall be entitled to carry forward unused vacation leave annually in an amount not to exceed two hundred forty (240) hours. Upon termination of this Agreement, any unused vacation leave shall be paid to Employee in accordance with the City's Personnel Policy in effect at the time.

B. Employee shall be entitled to two (2) days of paid time off annually. The Employee may not accrue or carry forward any unused paid time off.

C. Employee shall be entitled to accrue sick leave in the same manner as all City employees. Upon termination of the Agreement, any unused vacation leave shall be paid to Employee in accordance with the City's Personnel Policy in effect at the time.

D. Employee shall be entitled to bereavement leave in the same manner as all other City employees.

E. Employee shall be entitled to all holidays pursuant to the same schedule as all other City employees.

F. Pursuant to City of Mount Dora Charter, Article V, Section 24, in advance of leave, or temporary disability, of three (3) days or more, up to twenty-one (21) days, Employee shall ensure that the City Council is fully apprised of the time in which he will not be available to accomplish his day-to-day operational tasks. By letter filed with the City Council, and subject to the approval of the City Council, the City Manager shall appoint a qualified City administrative officer or department head to perform the duties of City Manager.

Section 5. Health, Disability, Life Insurance Benefits

A. On the Commencement Date of this Agreement, Employer agrees to provide Health Insurance to Employee, and his dependents, in the same manner as all other City employees. Employer shall provide Vision Insurance, Dental Insurance and other benefits to Employee, and his dependents, in the same manner as all other City employees.

B. Employer shall pay the amount due for term life insurance in an amount equal to two times Employee's annual salary, including all increases during the term of this Agreement. Employee shall have the right to choose the beneficiary on such policy.

Section 6. Automobile, Monthly Expenses and Cell Phone Allowance

A. To compensate Employee for automobile expenses related to the duties of City Manager, Employer agrees to provide a monthly automobile allowance in the amount of Five Hundred Dollars (\$500.00) to compensate Employee for expenses related to the use, purchase, lease, operation, insurance, maintenance, as well as for any and all other expenses related to the duties of Employee pursuant to this Agreement. The City Manager shall be entitled to mileage reimbursement for all travel outside the boundaries of Lake County or in excess of 50 miles from City Hall for official business pursuant to any applicable City Policy.

B. The City shall provide the Employee with a City issued cellular phone with all fees and costs associated therewith paid by the City.

Section 7. Retirement

Employer shall contribute, on behalf of the Employee, fifteen percent (15%) of Employee's salary, including all increases during the term of this Agreement, in equal proportionate amounts each pay period, into a 401(A) retirement plan. Employee may contribute additional amounts to the extent permitted by law. Employee shall be vested as follows:

Year 1 – 50%
Year 2 – 100%

Section 8. Professional Development, Dues and Subscriptions

A. Employer agrees to budget for and to pay for the reasonable travel expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer, subject to the approval of Employer and in accordance with City Policies.

Section 9. Civic Club Memberships

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of two (2) such organizations, for which Employer shall pay all reasonable dues and related expenses, subject to and in accordance with City Policies. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 10. No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the case of such a reduction across-the-board for all department heads of the City, and then in the same proportion.

Section 11. Parity in Benefits

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any City Department Heads, not including dues, memberships or subscriptions which are particular to the occupation of a particular Department Head, including but not limited to law enforcement and fire and rescue.

Section 12. Termination of Agreement by Act of a Party

Any one of the following acts or events shall constitute termination of this Agreement and the employment relationship created hereby:

A. A vote of the City Council, at a duly authorized public meeting, to terminate the Agreement pursuant to Article V, Section 21, City of Mount Dora Charter. The parties hereto understand that no cause is required for termination pursuant to Article V, Section 21 of the City's Charter.

B. The taking of final action by City, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authorities or responsibilities of Employee's position which substantially changes the form of government of the City. Under such circumstances Employee shall have the right to declare in writing that such amendment or amendments constitute termination, and his doing so will constitute termination of this Agreement.

C. Employee's written declaration of termination, following a request for his resignation by City.

Section 13. Severance Compensation

A. In accordance with Florida Statutes, Section 215.425, severance compensation shall be paid to Employee when employment is terminated for any one of the reasons set forth in Section 13 above. In such an event, Employer shall pay severance compensation equal to twenty (20) weeks of salary, at Employee's then-current rate of pay, excluding the automobile allowance, monthly expenses and cell phone allowance, without the accrual of any leave time and without any other payments otherwise provided under this Agreement, except that during the twenty week severance period, the City shall pay its share to continue the health insurance benefits of Employee and his dependents at the same rate or percentage as prior to termination.

B. In addition, Employee shall be compensated for all permissible accrued leave, if any, pursuant to City Policy in effect at the time of termination. If Employee is terminated during the first five (5) years of this Agreement, the sum amount of severance paid by calculating Employee's then current annual salary, plus accrued leave, shall not exceed \$100,000.

C. Any payments to be made hereunder shall be made in one lump sum, unless otherwise agreed in writing by the parties. In any case, all required and applicable payroll deductions will be made. Except as stated herein, no other severance compensation shall be owed or paid by the City.

D. In the event Employee is terminated for one or more of the following reasons, Employer is not obligated to pay severance under this section:

- (i) malfeasance, misfeasance and/or nonfeasance in performance of duties and responsibilities;
- (ii) Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
- (iii) violation of any substantive City Policy, rule or regulation would subject another City employee to termination;
- (iv) any act which involves moral turpitude or which cause the City to be held in disrepute;
- (v) the commission by the Employee of any embezzlement, fraud, theft, falsification of records or other deliberate and premeditated act of dishonesty toward the City;
- (vi) the conviction of, or the pleading of *nolo contendere* by the Employee to, a misdemeanor or felony, regardless of whether adjudication is withheld;
- (vii) willfully damaging the City's real or tangible property;
- (iv) the abuse of alcohol, narcotics or other controlled substances on the job to the extent that an independent, third-party investigator finds that it has materially affected the Employee's ability to efficiently perform his responsibilities under this Agreement;
- (viii) willfully causing physical, sexual or verbal harassment and injury to any other employee of the City; or
- (ix) any other act of similar nature of the same or greater seriousness to those matters listed hereinabove.

Section 14. Automatic Termination Without Severance Compensation

This Agreement shall terminate automatically upon the death of Employee; evidence of the commission of any felony by Employee; or the physical or mental incapacity of Employee which renders him unable to perform his duties hereunder and which lasts for 90 consecutive calendar days. Upon any such automatic termination, neither party shall have any further obligation or liability under this Agreement.

Section 15. Resignation

In the event that Employee voluntarily resigns his position with the City, Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 16. Performance Evaluation

Employer shall annually review the performance of Employee and at a regularly scheduled City Council meeting in the month of September approve any merit pay increase to be effective on the ensuing October 1st. Neither the contents nor outcome of said review nor the City Council's

decision on a merit increase shall operate as an alteration to or amendment of any provision of this Agreement.

Section 17. Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 18. Residency.

Employer and Employee acknowledge that Employee will be a resident of the City of Mount Dora, within six months of the Commencement Date of this Agreement and Employee further acknowledges that his continued residency is a condition of his employment, unless waived by the unanimous approval of the City Council.

Section 19. Indemnification.

A. Pursuant to Florida law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission which occurs in the scope and course of Employee's employment as City Manager or resulting from the exercise of his judgment or discretion in connection with any such act or omission, unless the act or omission was the result of intentional or wanton misconduct of Employee. In such cases, Employee may request and Employer shall not unreasonably refuse to provide independent legal representation of Employee's reasonable choice at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend through final determination of the legal action, including any appeals brought by either party. Pursuant to Florida law, Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with any act or omission which occurs in the scope and course of his employment hereunder, unless the act or omission was the result of intentional or wanton misconduct of Employee. Any settlement of any such claim, must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to settle with finality any litigation or other claim described in this Section with its own funds or insurance proceeds. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event, Employer shall have the right to opt to no longer defend and/or indemnify Employee. Employee shall at all times cooperate with Employer and its counsel in any such litigation or claim, including after Employee's employment hereunder ends for any reason. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the City, as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to

Employer in any such claim or litigation in the event Employee is no longer employed by the City at the time of the needed service.

Section 20. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 21. Notices.

Notice for purposes of this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City of Mount Dora
Attention: Mayor
510 N. Baker Street
Mount Dora, Florida 32757
Electronic Copy to: official City email

EMPLOYEE: Patrick C. Comiskey
510 N. Baker Street
Mount Dora, Florida 32757
Electronic Copy to: official City email

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22. General Provisions.

A. Entire Agreement and Modification. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions, representations or understandings by or between the parties are merged into and rendered null and void by this Agreement. This Agreement may only be changed by written instrument, fully executed by both parties.

B. Joint Authorship and Binding Effect. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

D. Law and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM, CITY CLERK

For the use and reliance of City of Mount Dora
only. Approved as to form and legal sufficiency.

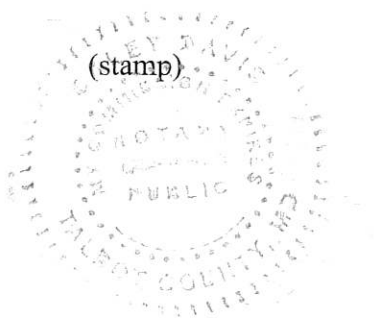
Sherry G. Sutphen, City Attorney

EMPLOYEE

Patrick C. Comiskey
PATRICK C. COMISKEY

STATE OF Maryland
COUNTY OF Dorchester

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Patrick C Comiskey, who is personally known to me or who produced Driver's License as identification, and who did/did not take an oath this 14th day of October, 2021.



Caley Davis
NOTARY PUBLIC, State of Maryland



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of Amendment 1 to the Legal Services Agreement between the City of Mount Dora and Roper, P.A.

Introduction:

This is a request for City Council to approve Amendment 1 to the Legal Services Agreement between the City of Mount Dora and Roper, P.A., which recognizes the name change from Bell & Roper, P.A. to Roper, P.A.

Discussion:

On January 15, 2019, the City of Mount Dora entered into a Legal Services Agreement with Bell & Roper, P.A. Since this agreement, the parties have determined that it is in their best interest to amend the agreement to recognize the name change of Roper, P.A..

All other terms and conditions of the agreement shall remain in full force and in effect.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council approve Amendment 1 to the Legal Services Agreement between the City of Mount Dora and Roper, P.A.

Attachment(s):

1. Amendment 1.COMD and Roper PA

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/12/2021

Approved - 10/13/2021

Final Approval - 10/13/2021

**AMENDMENT 1 TO THE LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND ROPER, P.A.**

THIS AMENDMENT is made by and between the City of Mount Dora, 510 N. Baker Street, Mount Dora Florida 32757 ("CITY") and Roper, P.A., 2707 E. Jefferson Street, Orlando, Florida 32803 ("ROPER").

WHEREAS, ROPER entered into a Legal Services Agreement with the CITY on January 15, 2019, through its former firm name, Bell & Roper, P.A.; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to recognize the name change of ROPER.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and ROPER agree as follows:

1. The Agreement is hereby amended to change the firm name from Bell & Roper, P.A., to Roper, P.A., with all responsibilities of Bell & Roper, P.A., being fully assumed by Roper, P.A.
2. All other terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment and any previous Agreements between the parties, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

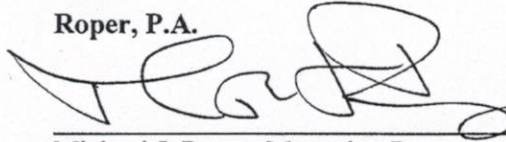
ATTEST:

JESSICA BURNHAM, CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Sherry G. Sutphen, City Attorney

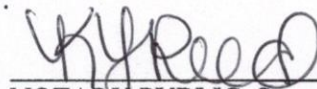
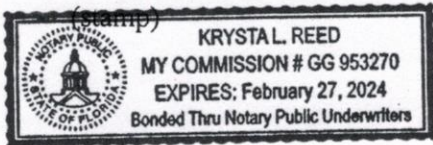
Roper, P.A.



Michael J. Roper, Managing Partner

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Michael J. Roper, as Managing Partner of Roper, P.A., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Corporation, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 11th day of October, 2021.



NOTARY PUBLIC, State of Florida



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of Amendment 1 to the Piggyback Agreement with Southern Switch & Contacts Services, Inc. for Substation and Generating Station Maintenance Services.

Introduction:

This is a request for City Council to approve Amendment 1 to the Piggyback Agreement with Southern Switch & Contacts Services. This is based on the extension of Florida Municipal Power Agency (FMPA), Substation and Generating Station Maintenance Services award Bid ITB#2019-034.

Discussion:

On December 19, 2019, Council approved Resolution 2019-181 of FMPA issued ITB#2019-034, for regional substation maintenance services, and identified Southern Switch & Contacts Services, as meeting the specification requirements for regional support to maintain the Mount Dora Substation.

This Amendment extends this agreement with existing labor and equipment rates. This renewal period will extend services for the next year and is set to expire October 31, 2022.

The City substation has three large transformers with bus work, protective relays, breakers, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that proper maintenance of substation equipment is performed periodically to ensure excellent and reliable service for our customers.

Budget Impact:

The approved Electric Division Budget for Fiscal Year 2021-2022 includes \$23,000 for Substation maintenance and testing, account # 410-5314-534.00-00 and an additional \$350,000

in the Capital Improvement Plan for unexpected repair and or replacement of failed equipment in account # 415-5555-563.00-00.

Strategic Impact:

Infrastructure – This contract renewal is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

Recommendation City Council approve Amendment 1 to the Piggyback Agreement with Southern Switch & Contacts Services for Substation and Generating Station Maintenance Services.

Attachment(s):

1. ATTACHMENT #1 FMPA Award Extension Status 2021 ADA (1)
2. ATTACHMENT #2 Reso No. 2019-181 EXECUTED Substation Maintenance Services FMPA Flo PowerLLC and Southern Switch & Contact Services, Inc. (1)
3. Southern Switch Amendment Signed ADA

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director
Steve Langley, Electric Utility Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 10/5/2021

Approved - 10/5/2021

Approved - 10/5/2021

Approved - 10/12/2021

Approved - 10/13/2021

Approved - 10/13/2021

Final Approval - 10/13/2021



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

July 22, 2021

To: FMPA Members
From: Sharon Samuels
Re: Status of the Substation & Generating Station Maintenance Services Award
Bid ITB# 2019-034

The Provision of Substation & Generating Station Maintenance Services Bid award extension is scheduled to expire October 31, 2021. According to the FMPA Terms & Conditions, the bid award may be extended annually by mutual consent.

Electric Power Systems International, Flo Power, LLC; and Southern Switch & Contacts have been contacted to determine their interest in extending the bid award for an additional year. Electric Power Systems International, Flo Power, LLC, and Southern Switch & Contacts have agreed to extend their terms and prices for an additional year.

Flo Power, LLC and Electric Power Systems International has requested price increases in accordance with Paragraph 13 (escalation/de-escalation) of the Terms and Conditions section of the bid to offset increasing costs:

Flo Power LLC, will implement an across the board price increase of 12% on all labor and equipment rates. Mileage rate, per diems, and mark-ups on purchased or rental tools and equipment will remain the same.

Electric Power Systems International proposed increases on labor and equipment rates. Their new pricing is attached.

All other aspects of the bid remain the same. Your options right now are to either:

- 1) Agree to extend with the awarded bidders, or
- 2) Re-issue the bid.

If we extend this award for an additional year, the extension will expire on October 31, 2022.

Please contact me NO LATER THAN July 29th with your preference.

If you have any questions regarding this bid extension opportunity, please feel free to contact me.

ATTACHMENT #2

RESOLUTION NO. 2019-181

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO SUBSTATION MAINTENANCE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE PIGGYBACK AGREEMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora Electric Department maintains a substation for the health, safety and welfare of its customers; and

WHEREAS, it is critical to the proper function of the substation that regular maintenance activities be performed; and

WHEREAS, Florida Municipal Power Association (FMPA) competitively solicited and negotiated agreements with Flo Power LLC and Southern Switch & Contact Services, Inc., for Substation and Generating Station Maintenance Services through ITB#2019-034; and

WHEREAS, the City of Mount Dora desires to enter into contracts with Flo Power LLC and Southern Switch & Contact Services, Inc., under the same terms and applicable conditions as that agreement executed with FMPA; and

WHEREAS, Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by FMPA and agreement resulting therefrom; and

WHEREAS, pursuant to the City's Purchasing Policy, "piggyback" purchases and contracts are permitted; and

WHEREAS, the City has determined that in this circumstance, entering into cooperative purchase agreements with Flo Power LLC and Southern Switch & Contact Services, Inc., is the most economically advantageous way for the City to procure this service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of and Authorization to Execute Piggyback Agreements.

- A. The Agreement, between the City of Mount Dora and Flo Power LLC, attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.
- B. The Agreement, between the City of Mount Dora and Southern Switch & Contact Services, Inc., attached hereto as **Exhibit "B"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the cooperative purchase agreement related to substation maintenance services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

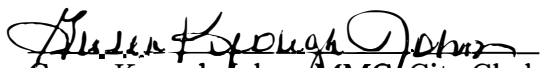
PASSED AND ADOPTED this 19th day of December, 2019.



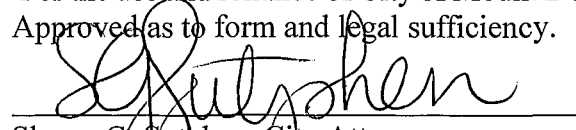
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Gwen Keough-Johns, MMC, City Clerk



Sherry G. Sutphen, City Attorney

Exhibit “A”
to Resolution 2019-111
Piggyback Agreement for Substation Maintenance Services
between City of Mount Dora and Flo Power LLC

Exhibit "B"
to Resolution 2019-111

Piggyback Agreement for Substation Maintenance Services
between City of Mount Dora and Southern Switch & Contact Services, Inc.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32575, hereinafter referred to as the "CITY", and Flo Power LLC, 14550 SE 139th Lane, East Lake Weir, Florida, 32133 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Substation and Generating Station Maintenance Service solicitation issued by Florida Municipal Power Agency on behalf of the City of Mount Dora and other participating municipalities and accepted the CONTRACTOR, on September 23, 2019 attached hereto as **Composite Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract"; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and pursuant to Section 8, of the Cooperative Contract may be extended for additional (1) year periods in the best interest of the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Composite Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street
Mount Dora, Florida 32575
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Flo Power LLC
Attention: Harry M. Dansby
14552 SE 139th Lane
East Lake Weir, Florida 32133
mike@flopowerllc.com

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between this Agreement or any CITY issued purchase order and the terms and conditions of Exhibit A attached hereto, the terms and conditions of this Agreement or any CITY issued purchase order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this 19 day of Nov, 2019.

CITY OF MOUNT DORA

Cathy Hoechst
Cathy Hoechst, Mayor

ATTEST:

Gwen Keough-Johns
GWEN KEOUGH-JOHNS/MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
Sherry G. Sutphen, City Attorney

CONTRACTOR

Harry M. Darsby (Manager)
Print: Harry M. Darsby
Title: Manager

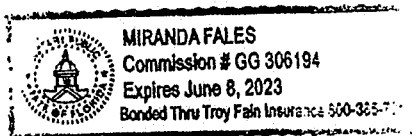
STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was executed before me this 19 day of November
2019, by Harry Darsby, as Manager of Flo Power LLC, who
personally swore or affirmed that he/she is authorized to execute this Agreement and thereby
bind the Contractor, and who is personally known to me OR has produced
Drivers License as identification.

(stamp)

Alexandra Tally
NOTARY PUBLIC



Composite Exhibit "A"
Cooperative Contract with
Flo Power LLC
From solicitation issued by Florida Municipal Power Agency

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 2 % for payment made within 10 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____
Number _____ Dated _____

Respectfully submitted:

Company Name: Flo Power LLC

Signature: Harry M. Dansby
(Authorized Representative)

Harry M. Dansby
(Type or Print Name of Signer)

Address: 14552 SE 139th Lane
East Lake Weir, FL 32133

E-Mail Address: mike@flopowerllc.com

Telephone Number: 352-817-0654

Toll Free Number: N/A

Date: 9/23/19

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)		Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city:						
Mileage rate (\$ per mile)	.58		ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)	31.75			312.00	236.90	161.80	156.00	242.70	
			ZONE 2	City of Bartow	City of Wauchula				
				317.80	392.90				
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____			ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
				577.90	832.20				441.20
			ZONE 4	Keys Energy Services					
				1219.30					
Miscellaneous Charges:	Charge (\$)		Comments:						
Charge if work is cancelled prior to mobilization	0		* Assumes mobilization costs have been paid						
Charge if work is cancelled after mobilization *	0								
Breakdown and setup costs	165.00		** Per night, per crew member						
Per diem rate if overnight stay is required **	200.00								
Mark-up rate for materials	16%								
Storm/Emergency-related response rate	1.5%								
Additional charges (please provide explanation)	N/A								

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	115.00		
Overtime Hourly Cost for Technician	172.50		
Premium Hourly Cost for Technician	230.00		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	74.00		
Overtime Hourly Cost for Electrician	100.00		
Premium Hourly Cost for Electrician	112.50		

BF - 3

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

FLO Power LLC 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 1893 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.

Harry M. Dandy
Vendor's Signature

9-23-2019
Date

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

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

X We DO NOT take exception to the Bid Specifications.

 We TAKE exception to the Bid Specifications as follows:

Company Name: FLO Power LLC

By: Harry M. Dansby
(Authorized Person's Signature)

Harry M. Dansby (Manager)
(Print or type name and title of signer)

Company Address: 14550 S.E. 139th Lane, East Lake, FL

Telephone Number: (352) - 817-0654

Toll Free Number: N/A

Fax Number: N/A

Date: 9-23-2019

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

AOC - 1

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, FLO Power LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Harvey M. Danshy
Signature of Contractor's Authorized Official

Harvey M. Danshy (Manager)
Name and Title of Contractor's Authorized Official

9-23-2019
Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Harry M. Dansby
Signature of Contractor's Authorized Official

Harry M. Dansby (Manager)
Name and Title of Contractor's Authorized Official

9-23-2019
Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at East Lake Weir, FL this 23rd day of September, 2019.

Proposer Flo Power LLC

By Harry M. Dansby
Signature

Harry M. Dansby
Printed or Typed Name

Title Manager

Complete Business Address of Proposer: 14550 SE. 139th Lane
East Lake Weir

State of Incorporation Florida

Complete Address of Principal Office 14550 SE. 139th Lane, East Lake Weir
Florida 32133

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Harry M. Dansby, 14550 SE. 139th
Lane East Lake Weir, FL 32133 (352-817-0654)
P.O. Box 65, East Lake Weir, FL 32133

Telephone (352) 817-0654

Fax N/A

E-Mail mike@flopowersllc.com

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FL.

COUNTY OF Marion

Before me, the undersigned authority, personally appeared Harry M. Pansby, who, being by me first duly sworn, made the following statement:

1. The business name and address of Flo Power LLC.
[name of bidder or contractor]

is 14550 SE 139th Lane East Lake Weir, FL 32133

2. My relationship to Flo Power LLC.
[name of bidder or contractor]

is Manager Harry M Pansby
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

AOC - 5

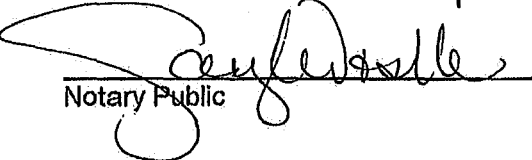
7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

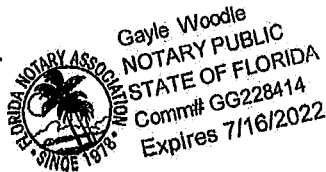
[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the 25 day of September, 2019.


Notary Public

(Affix Seal)



7-16-2022
My Commission Expires

Gayle Woodie
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

FLO Power LLC

Firm

9-23-2019

Date

Harry M. Damsky

Authorized Signature

Manager

Officer Title

Harry M. Damsky

Printed or Typed Name

AOC - 7

BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.2 – REFERENCES

1. City of Clewiston: Lynn Myla (678) 200-8707, Mike Cox (863) 228-0284
2. US Sugar: Bob Myer (863) 228-1131
3. City of Leesburg: David Thomas (352) 516-7211
4. Withlacoochee Electric: Kelley G. Looper (352) 398-6338
5. Sumter Electric: Ron Summers (352) 342-7024
6. Beaches Energy: Matt Cambell (904) 233-9253
7. Clay Electric: Gary Bonner (352) 235-1712

BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.3

Doble Power-factor M4100

Doble DTA Software

Doble SFRA

Doble TX Turns Ratio Tester

Doble Current TX Tester

Doble Circuit Breaker Analyzer

Doble TX Winding Resistance Tester

Doble Vacuum Bottle Tester 75KVDC

Doble MTS 5100 Relay Test Set

Doble MTS 2000 Transducer Tester

Doble MTS-1010 Portable Multi-function Power Meter

Doble 61850 Test Software

RESUME

Harry M. Dansby

14550 SE 139th Avenue

East Lake Weir, FL 32133

352.817.0654

PROFESSIONAL WORK EXPERIENCE:

7-15-19 to present day, Owner and manager of Flo Power LLC. Power substation Construction and maintenance service provider.

2016 to 7-15-19: Southern Switch and Contacts, 855 Virginia, Ave. Palm Harbor, FL 32683.

Field Services Manager.

Brought on to the team at Southern Switch and Contacts, for the purpose of developing a field services group. My core responsibilities include, marketing of field services to electric power companies (IOU's, COOP's, Municipals and Private) throughout our target service area.

Coordinate with the customers the daily services. Coordinate the services team labor and equipment provisions. Supervise equipment and construction activities. Perform technical field services on power transformers, load tap changers (LTC's), high voltage circuit breakers, motor operated switches, and other power substation equipment as needed.

Attend pre- bid meetings and bid openings. Evaluate request for quote(RFQ) documents.

Prepare quotes and quote documents to be presented to the customers.

2015 to 2016: Transformer services lead, for Tampa Armature Work's Technical Field Services division. 5070 Swindell Rd., Lakeland FL 33810.

RESUME

Employed by TAW, Inc. with the intended responsibilities of developing a power equipment services division to provide field services for electric utilities and industrial customers. This opportunity was short lived due to TAW's reluctance to purchase the servicing equipment needed to perform on a professional level and provide consistent quality service.

2012 to 2015: Manager of Energy Equipment Services for Elite Construction of Ocala,

Elite Construction of Ocala, Inc.

2240 North Pine Avenue

Ocala, FL. 34475

Elite Construction of Ocala, Inc. Specializes in turnkey power substation construction services.

As manager of the Energy Equipment Services Division, My responsibilities ranged from specifying and procurement of power transformer service equipment. Evaluating as well as hiring, training and developing technically proficient employees for the assembly, repair, vacuum dehydration and oil processing of large power transformers and load tap changers. My operations responsibilities include the competitive bid preparation, transformer assembly, processing, repair and testing documentation development. Personnel, fleet, and compliance management.

2010 to 2012: Manager of Business Development for EHV Consulting, Inc.

A.D. Waller, Inc. & EHV Consulting, Inc.

11975 S. Williams Street

Dunnellon, FL 34432

A.D. Waller, Inc. and EHV Consulting, Inc. specialize in construction and Safety, oversight/inspection and Safety training services for the electric utility industry.

As Manager of Business Development, I was responsible for promoting and marketing both companies and our services to various electric utility companies, electrical cooperatives and

RESUME

municipalities in the eastern United States. Major accomplishment was the award of a multi-million dollar contracts with Progress Energy Services, LLC as well as Southern Company, (Alabama Power, Georgia Power, Mississippi Power and Gulf Power); providing oversight and inspection services in North and South Carolina, Alabama, Georgia, Mississippi, and Florida. Pending contracts include: Santee Cooper of South Carolina, and South Carolina Gas and Electric in Columbia, South Carolina.

Oversight of the company's contracts, professional relationships, financial reports, and scheduling of personnel were included in my responsibilities.

In addition, EHV Consulting, Inc. provides Safety Training and Oversight for electric utilities and private contractors for this specialized industry. I developed and supervised a team of certified instructors that develop and deliver this training.

2005 to 2010: Owner and President of Winston, Heath and Jones, LLC; Rural Preservation Group, LLC; Eaton's Beach Restoration Group, LLC; and 484 Land Corporation

These companies were commercial and residential real estate development companies involved in the holding and development of raw undeveloped real estate; along with the ownership and management of existing residential and commercial assets. The eventual demise of these companies occurred due to unavoidable circumstances and the collapse of the real estate markets in 2008.

RESUME

2003 to 2005: Project Manager Elite Construction and Wilcox Construction

Provided project management and supervision in the construction of various power substations for Disney, Reedy Creek, and Orlando Utilities.

Oversight and project management for the construction of the Citrus County Waste Management Facility.

2000 to 2003: Field Project Coordinator Progress Telecom (Outside Plant Construction)

Coordinated and managed the field activities associated with the development of a 400 mile section of an international fiber optic, voice and data communication infrastructure.

Coordinated and inspected all underground infrastructure construction activities which included field design, permit acquisition, municipality, State Department of Transportation, railroad, power line right-of-way; along with material and contractor procurement coordination and contract administration.

Coordinated and managed the construction of the fiber optic regeneration facilities and infrastructure which included site development, building construction, last mile fiber construction and installation, primary and backup power source construction and installation (A/C and D/C), installation of fire extinguishing equipment (wet and dry), and communication equipment installation from OC48 and light wave multiplexing equipment to GPS timing establishment.

1993 to 2000: Substation Construction Inspector and Field Project Manager for
Progress Energy Florida

Prepared engineered substation construction projects for the bid process.

Conducted field bid offerings and coordinated pre-bid meetings to clarify bid and construction expectations of contractor constructed substation projects.

Evaluated bid documents and pricing for the contract administration of substation construction projects.

RESUME

Coordinated and inspected contractor constructed substation infrastructure which included scheduling of materials and construction activities from land clearing to energizing and commissioning.

Extensive knowledge and experience in all aspects of industrial electrical infrastructure, and civil construction associated with the development and construction of power substations.

1980 to 1993: Florida Power Corporation, Substation Construction.

Professional activities and progression:

1980 to 1983: Entry level Helper: Assisted Apprentice and Journeymen Electricians as a laborer in the construction of power substations within the Florida Power infrastructure.

1983 to 1987: Apprentice Electrician: Progress Energy Florida merged with Florida Power Corporation during this time as I worked as an Apprentice Electrician in Substation Construction. I was assigned to work on the then, newly formed high voltage equipment installation and servicing crew. This Opportunity exposed me to the technical aspects of assembly processing and testing of large power transformers and circuit breakers.

1987 to 1993: Journeyman Electrician: Progress Energy Florida, Substation construction. Assisted and lead crew members in the daily activities associated with the construction of power substations. Duties included: installing and testing ground field, erecting structural steel and towers, building and adjusting switches (manual and motor operated), control wiring of electric equipment and relay control buildings, assembly and installation of high voltage equipment, the transporting, delivery, inspection, assembly, processing, testing, and commissioning of power transformers from 12kv to 500kv. Transmission, GSU and distribution, as well as high voltage circuit breakers, VCB, OCB, ATB, and SF6 gas 12kv to 500kv.

RESUME

EDUCATION AND PROFESSIONAL TRAINING

Graduated from Lake Weir High School in Candler, Florida - 1980

Continue Education: CSI Civil construction Practices.

Utility Training:

Leadership Management Training

Time Management (Covey)

Blueprint Reading

Trouble Shooting

Basic Electronics

Electric Theory B1-7

Principles of Surveying and Mapping

Live Line Bare Hand up to 115kv.

Certified Crane Operator - up to 50 ton

Basic Rigging

Fork Lift Operator

Hazardous Materials

Hazardous Woper

Human Performance Improvement

CDL Driver's License - Class A

OSHA 10

CPR/First Aid

AED Blood Bore Pathogens.

SAFETY TRAINING.

- *First Aid/CPR/AED/
Blood Borne
Pathogens
- *OSHA 10
- *Excavation &
Trenching Competent
Person
- *Confined Space Entry
- *Fall Protection
- *Crane Safety in
Construction
- *Rigging Safety for
Construction
- *Welding Safety
- *Compressed Gas
Cylinders Safety
- *Slip, Trips and Falls in
Construction
- *Aerial and Scissor Lift
Safety
- *Personal Protective
Equipment Training
- *Ladder Safety
- *Electrical Safety
- *Back Safety
- *Eye Safety
- *Hearing Conservation
- *Respiratory Safety
- *Scaffolding Safety
- *Workplace Fire Safety
Training

WILLIAM TRAVIS JONES

24724 EAST HIGHWAY 316, SALT SPRINGS, FLORIDA 32134

904-775-6129

TRAVIS@FLOPOWERLLC.COM

EXPERIENCE

1998-2009

APPRENTICESHIP- CAMDEN ELECTRIC, OCALA, FLORIDA

Four year apprenticeship at Florida Association of Electrical Contractors

Received Journeyman's' License in 1999

2009-2010

JOURNEYMAN/ FOREMAN, TRI- CITY ELECTRIC, ALTAMONTE SPRINGS, FLORIDA

Malcolm Randal, VA Hospital, Gainesville Florida

2010-2011

JOURNEYMAN/ FOREMAN, QUINCO ELECTRIC, WINTERPARK, FLORIDA

VA Hospital, Lake Nona Florida

2011-2017

JOURNEYMAN, ELITE CONSTRUCTION, OCALA, FLORIDA

Duke Energy Substation, new builds and maintenance, breaker change-outs and maintenance and transformer maintenance

2017-2019

JOURNEYMAN/ FOREMAN, SOUTHERN SWITCH AND CONTACT, PALM HARBOR, FLORIDA

Sub-Station Build-outs and maintenance, transformer maintenance, new install

EDUCATION

MAY, 28, 1988

LOCAL DIPLOMA, NORTH MARION HIGH SCHOOL

3.79

RECEIVED JOURNEYMAN'S' LICENSE IN 1999

Florida Association of Electrical Contractors

FOUR ELECTRICAL APPRENTICESHIP

S.D. MEYERS FUNDEMENTAL OF TRANSFORMERS, 2014

Wilkey Pierre

(954) 638-5163

Wpierre85@yahoo.com

A results driven professional with over 15 years of extensive experience in the hands-on maintenance, troubleshooting, and repair of electronic and electrical equipment. Seeking an engineering position where my experience, and education will positively impact company performance and profitability while providing personal and professional growth.

QUALIFICATIONS

- Experienced with Microsoft Office
- Experience with Windows 2000, XP, Vista and Windows 7 operating systems and Mac OS 10.6
- Valid Florida driver's license
- AutoCAD/ Draftsight
- Fork/ Scissor lift license
- Alien brain

EXPERIENCE

Supervising/Teaching

- Manage projects with a team of 30 coworkers
- Provide Customer with quality service
- Application sales engineer
- Able to pass prior experience to others
- Inspected quality of electrical and electronic equipment for proper maintenance done and correct operation of equipment.
- Organized priorities to meet daily production needs.
- Delegated subordinates to perform different tasks to enhance production.

Maintenance

- 10+ years of Doble testing including: power factor testing and analyzing, excitation testing, C1 & C2 bushing testing and analyzing, PT testing, CT testing, insulation resistance testing, (SFRA) sweep frequency testing, turn to turn ratio testing (TTR), winding resistance testing, and contact resistance testing,.
- 10+ years of up to 27kv breakers and contact testing, troubleshooting, and repairs.
- 10+ years of distribution and power transformer testing and troubleshooting.
- 10+ years maintaining, installing, and troubleshooting electronic equipment such as lighting, computer components, running wire and cable through conduit, and replacing a variety of hardware used.
- 10+ years of experience maintaining, troubleshooting and testing control panel equipment.
- 11+ years of experience building and designing control panel circuits

Wilkey Pierre

- Knowledge and experience using different types of tools and equipment to test troubleshoot and repair electrical and electronic equipment such as: common hand tools, oscilloscopes, multimeter, frequency generator, megger up to 10KV, hipot, spectrum analyzer and other specialized tools.
- Proficient in using electrical schematics, diagrams, and technical manuals and drawings to build and troubleshoot and repair/upgrade various types of electrical and electronic equipment.
- 5+ years of experience soldering various electrical and electronic components.
- Experience in electrical power distribution (120V/240V/480V,5KV,10KV,13KV) throubbleshooting and repairs.
- Knowledge in Motor Control, Switchboards, Panel boards, Plant Wiring, Variable Frequency Drives (VFD), PLCs, Grounding.
- Experience with low/ Medium Voltage power distribution centers.

Quality Assurance

- Create detailed test plans, procedures and reports for validation and verification testing from customer requirements.
- Organize and plan better solutions to make the work flow and quality of products superb.

EMPLOYMENT HISTORY

October 2017 – Present	Mechanical/Electrical Maintenance	Electrical Engineering Ent.
May 2014 – October 2017	Project Manager/Entry Electrical Engineer	Tampa Armature Works
Nov 2012 –May 2014	Application Sales Engineer	Tampa Armature Works
February 2007 – Nov 2012	Electrical Apprentice	Tampa Armature Works

EDUCATION

ITT Technical Institute Tampa FL	June 2011: Bachelors of Science Electronics and Communications Engineering
ITT Technical Institute Tampa FL	March 2009: Associate of Science Computer and Electronics Engineering Technology
Hillsborough Community College	August 2003: Law Enforcement

BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.5 – SUBCONTRACTORS

TEAMWORKnet, Inc. (TWN)

Paul D. Gates, CP.E., CGC, CEO of TEAMWORKnet. Paul has significant business experience in energy, power production and information management systems. Over Thirty Five (35) plus years of engineering and business experience in power engineering, substations, distribution system, energy, power production, electrical system modeling, SCADA development & implementation and information management systems. Paul has more than twenty (20) years of utility power engineering, operations and SCADA/RTU experience and fifteen (15) additional years of private engineering in both power engineering, communications and microwave systems. Throughout his career he has provided engineering (field and design) and project development / implementation related to the electrical power systems, hardware, software, communication, and information systems. Paul is also a Licensed General Contractor in the State of Florida.

Christopher W. Seelig, P.E., President of TEAMWORKnet. Chris Thirty (30) years of experience in power system engineering including power generation, transmission, substation and switchgear design. Chris has provided leadership to deliver exceptional customer service and delivery of quality engineering. Member IEEE and PES

Paul W. Wood, E.E., MBA, Vice President and Controller for Fortune 7 and its family of companies. Mr. Wood has over twenty (20) years of experience in power system analysis of commercial, industrial, and government facilities. He has extensive experience with power engineering studies including short circuit, relay coordination, load flow, power quality, harmonic analysis, thermal imaging analysis, grounding and lightning surveys, and commissioning services. In addition, Mr. Wood regularly performs feasibility, financial/economic analyses, Power Billing Analyses, Utility Rate/Tariff Analyses and Commercial/Industrial Electrical Systems design.

Harry J. Tittel, E.E., Vice President of Operations and Principal of TEAMWORKnet, Inc., has more than twenty (20) years of experience in the design and engineering of substations, large scale UG projects, OH to UG conversions, transmission &

distribution systems and complex electrical systems found in military bases, industrial plants and utilities. Harry additionally has extensive experience with power engineering studies including short circuit, relay coordination, load flow, power quality, harmonic analysis, thermal imaging analysis, grounding and lightning surveys, and commissioning services. Member IEEE, AEE, ASNT and ASHE.

Thomas E. Ashline, P.E., Vice President. Thomas more than twenty five (25) years of significant experience in business operations and detailed field engineering for Commercial, Industrial and Governmental clients to include project startup, project management, design, review, system troubleshooting, and final commissioning of engineering systems. In addition, Tommy has extensive experience in power generation, transmission, substation and switch gear design, arc flash, thermal imaging, power engineering studies including short circuit, relay coordination, load flow, power quality and harmonic analysis. Member IEEE and PES.

Samuel A. Boyette, P.E., Vice President of TEAMWORKnet, Inc., and Licensed Professional Engineer, Mr. Boyette has over ten (10) years of experience in power system analysis of commercial, industrial, and government facilities. In addition, he has experience designing modifications to existing and completely "green-field" substations in voltages ranging from 4.16kV up to 115 kV. His specialty is relay setting development, relay integration and HMI development. Sam has extensive experience with GE, SEL and ABB product lines for both Protection and Automation. Member IEEE and PES.

Susan Davis, E.E., is an Project Engineer having over four years of direct experience with TEAMWORKnet in the areas of power system studies, protective relaying, SCADA design/implementation, substation and switchgear engineering, system commissioning and field services. Member IEEE and PES.

Robert Farkas, P.E., is an Project Engineer having over five years of direct experience with TEAMWORKnet in the areas of power system studies, protective relaying, SCADA design/implementation, substation and switchgear engineering, system commissioning and field services. Member IEEE and PES.

**BID ITB EMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.6 – SUPPORT
REQUIREMENTS FOR ONSITE TESTING REPAIRS**

- Host company provided power
- Host company clearance and outage support
- Host company site access



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department PHONE (A/C No. Ext): 727-520-7676 x 3 FAX (A/C No.): 727-525-3862 E-MAIL ADDRESS: certs@encorehr.com
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: SUNZ Insurance Company			34762
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 51283472 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC016-00001-019	6/1/2019	6/1/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Flo Power LLC
Client Effective: 8/21/2019

CERTIFICATE HOLDER

9802

Florida Municipal Power Agency
8553 Commodity Circle
Orlando FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLIFFORD INSURANCE CENTER, INC 9790 SE 160th Lane Summerfield FL 34491		CONTACT NAME: Austin Rutledge PHONE (A/C, No, Ext): (352) 245-5455 FAX (A/C, No): (352) 245-9866 E-MAIL ADDRESS: certificates@cliffordinsurance.net	
INSURED Flo Power Llc PO Box 65 EASTLAKE WEIR FL 32133-0065		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER: 19-20 Auto

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OPAGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			5244297200	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Clifford/AR

Linda Clifford

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department	PHONE (A/C. No. Ext): 727-520-7676 x 3	FAX (A/C. No.): 727-525-3862
		E-MAIL ADDRESS: certs@encorehr.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: SUNZ Insurance Company		34762
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 51283472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/PO/AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB					\$
	☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$					AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC016-00001-019	6/1/2019	6/1/2020	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐				☒ PER STATUTE ☐ OTH-ER
	DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$1,000,000.00
						E.L. DISEASE - EA EMPLOYEE \$1,000,000.00
						E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Flo Power LLC
Client Effective: 8/21/2019

CERTIFICATE HOLDER

9802

Florida Municipal Power Agency
8553 Commodity Circle
Orlando FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

SUBSTATION AND GENERATING

STATION MAINTENANCE

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

Invitation to Bid No. 2019-034

August 2019



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR AUGUST 2019

**BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

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INVITATION TO BID

(This is not an order)

R
E
T TO: Florida Municipal Power Agency
U 8553 Commodity Circle
R Orlando, Florida 32819-9002
N Attn: Sharon Samuels

ITB FMPA 2019-034

Date Issued: August 28, 2019

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON SEPTEMBER 26, 2019, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

DESCRIPTION

**AUGUST 2019
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

ADVERTISEMENT

Proposal For

**AUGUST 2019
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

INVITATION TO BID FMPA 2019-034

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 P.M., on September 26, 2019, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:

Beaches Energy Services
City of Bartow
City of Clewiston
City of Green Cove Springs
City of Homestead
City of Mount Dora
City of Starke
City of Wauchula
Ft. Pierce Utilities Authority
Keys Energy Services
Utilities Commission, City of New Smyrna Beach

Bid packages for this project may be obtained from FMPA via Internet from www.fmpa.com.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Substation and Generating Station Maintenance manufactured by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Substation and Generating Station Maintenance specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Clewiston	City of Green Cove Springs
City of Homestead	City of Mount Dora
City of Starke	City of Wauchula
Ft. Pierce Utilities Authority	Keys Energy Services
Utilities Commission, City of New Smyrna Beach	

Contractors providing Substation and Generating Station Maintenance are being sought to support the FMPA Members with services relating to Substation and Generating Station Maintenance as listed in the specification. This bid is for a one (1) year term; and consists of a joint estimated annual requirement of services.

2. PURCHASING SERVICES

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. SERVICES

Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. DEFINITIONS

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

SUCCESSFUL BIDDER – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all Contractors, subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, awarded bidder, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Award and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Award or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Award and/or a Participant Contract.

7. QUANTITIES

7.1 Participating Member(s) may purchase their requirements from the contract awardee(s); but this solicitation will NOT establish exclusive rights for the contract awardee(s).

7.2 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, or reflect unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected services/report until such time as the delivery is complete and accepted as contracted for.

8. EXTENSION OPTION

This bid may be extended annually by mutual agreement between the Project Participating Members and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 13. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

9. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

9.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.

9.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.

9.3 Pages BF-1, BF-3, and AOC-1 of this bid package are required forms and **MUST** be included in Bidder's response appropriately filled out and signed. Note: FEMA may fund aspects of this bid, which require the Bidder's execution of

applicable forms in this bid packet. Complete pages DF-1, AOC-2, and AOC-7 if applicable to Bidder.

- 9.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 9.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 9.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 9.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 9.8 The bid must be signed by an authorized agent or officer of the firm.
- 9.9 Each bidder shall submit with the bid complete manufacturer's description.
- 9.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMFA.
- 9.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

10. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMFA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

11. QUALITY TERMS/GUARANTY

The vendor guarantees that the services will be provided as specified and will be performed in a prompt and diligent manner. The guarantee period shall begin on the date of delivery and shall end twelve months later.

12. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a contracting business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting utility equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.

- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions Terms and Conditions, Technical Specifications, and Bid Forms

13. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 13.1 Vendor's labor cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 13.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 13.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 13.4 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

14. PRICES BID

- 14.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all services to the point of delivery.
- 14.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 14.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

15. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

- 16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the

specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

17. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

18. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract.

19. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

20. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Past performance on previous FMPA awards
- Time of Delivery or Schedule

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

23. CLARIFICATION AND ADDENDA

Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same.

However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or via Internet e-mail to bidinfo@fmpa.com, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside of package with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
ATTN: Sharon Samuels

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. RESERVED RIGHTS

28.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by individual zone, or on a line item basis.

28.2 FMPA reserves the right to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

28.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.

28.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

29. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

30. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

31. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

32. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 32.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 32.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 32.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 32.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

33. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

34. INSURANCE REQUIREMENTS

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

35. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

36. ACCEPTANCE OF SERVICES

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

37. TERMINATION FOR DEFAULT

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

38. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

39. LIQUIDATED DAMAGES

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

40. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

41. SUSPENSION OF WORK

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

42. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

43. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

44. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

45. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

46. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

47. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original

copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

48. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

49. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

50. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

51. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

52. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

53. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

54. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

55. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

56. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

57. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

58. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

59. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

60. MINORITY BUSINESS UTILIZATION

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely effected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

61. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMFA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

62. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

63. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. CONTRACT HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

65. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

66. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

67. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

68. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

69. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

70. PROCUREMENT OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

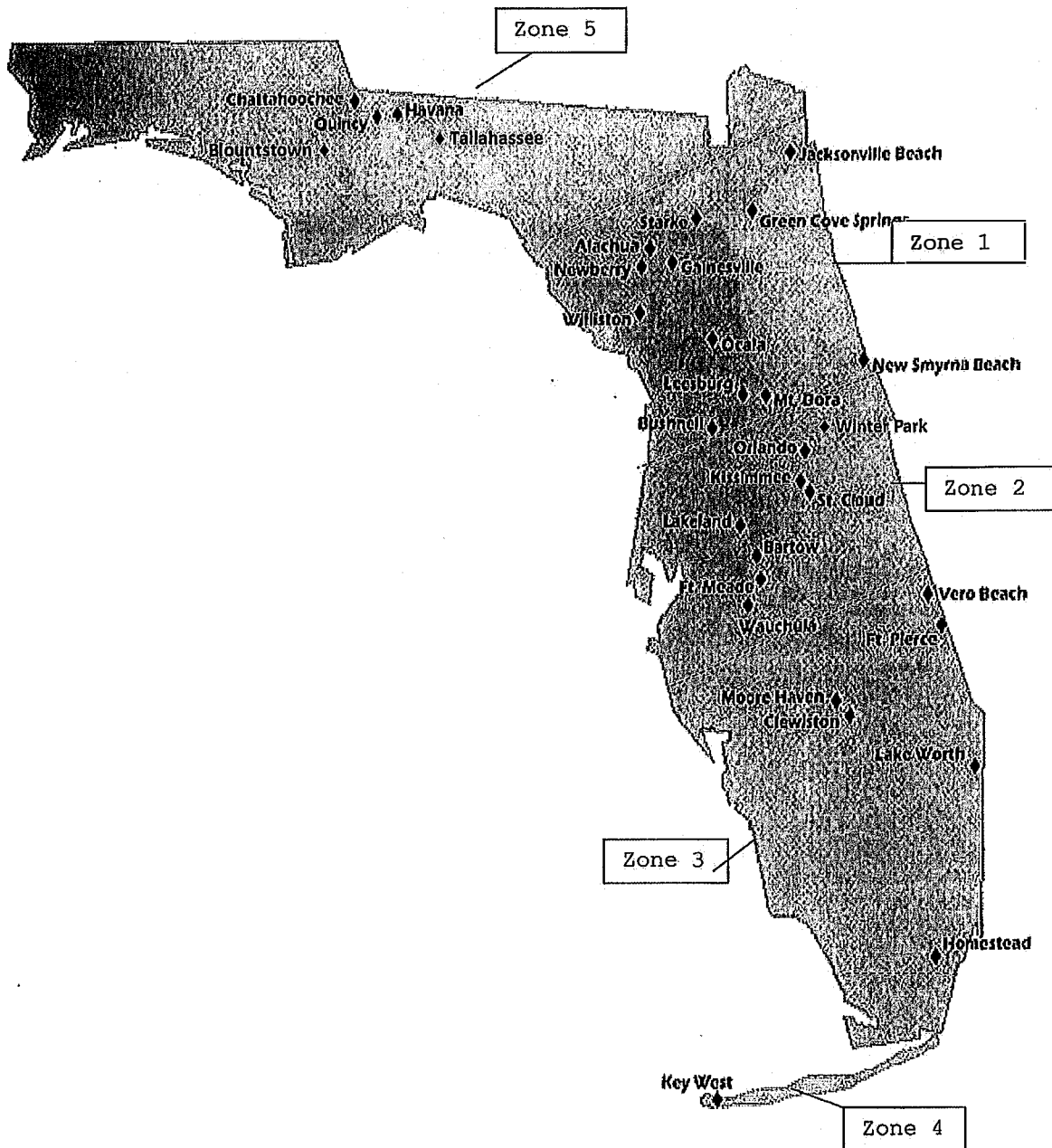
(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

71. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

LOCATION OF FMPA MEMBERS

State of Florida



TECHNICAL SPECIFICATION

FMPS SPECIFICATION FA-SGSM-1
SPECIFICATION FOR
SUBSTATION AND GENERATING STATION MAINTENANCE

1. SCOPE

- 1.1 This specification applies to services related to the inspection, maintenance, testing, repair, and installation requirements for electrical power delivery equipment located in electric power substations and generating facilities. It is the intent of these requirements to ensure that all electrical equipment is operating within industry standards and manufacturer's tolerances, and all work performed follows applicable standards and industry best practices.
- 1.2 Codes, Standards, References and Regulations – The Successful Bidder(s) will comply with all federal, state, county and city codes, standards and regulations.

All work shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
 - National Electrical Safety Code (NESC)
 - National Electrical Manufacturer's Association (NEMA)
 - American Society for Testing and Materials (ASTM)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - National Electrical Testing Association (NETA)
 - North American Electric Reliability Corporation (NERC)
 - National Institute of Standards and Technology (NIST)
 - American National Standards Institute (ANSI)
 - State and Local Codes and Ordinances
 - Insulated Power Cable Engineers Association (IPCEA)
 - Association of Edison Illuminating Companies (AEIC)
 - Occupational Safety and Health Administration (OSHA)
 - Environmental Protection Agency (EPA)
 - Florida Department of Environmental Protection (DEP)
- 1.3 Qualifications of Contractor, Sub-Contractors, and Personnel pertaining to testing functions
- 1.3.1 The Contractor shall be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated.
- 1.3.2 The Contractor shall be regularly engaged in the maintenance and testing of electrical utility equipment devices operating at voltages up to 230kV AC and 125V DC.
- 1.3.3 The Contractor shall use technicians who are regularly employed for electrical diagnostic testing services performed for electrical utilities.

SGSM - 1

- 1.3.4 The Contractor shall submit appropriate documentation to demonstrate that it satisfactorily complies with NETA standards and/or manufacturer standards, where applicable.
- 1.3.5 The Contractor shall provide documentation to demonstrate that it holds proper insurance coverage to perform the scope of services provided in this bid specification.

1.4 Division of Responsibility

- 1.4.1 FMPA Member shall be responsible for all power switching of equipment and for providing equipment in a ready-to-work condition. The FMPA Member shall provide the testing organization with the following:

- A short-circuit analysis, a coordination study, and a protective device setting sheet, if applicable.
- The most current set of electrical drawings and instruction manuals applicable to the scope of work relative to the equipment under test.
- An itemized description of equipment to be inspected, tested or installed.
- A determination of who shall provide a suitable and stable source of electrical power to each test site.
- Notification of when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
- Site-specific hazard notification and safety briefing.

- 1.4.2 The Contractor shall provide the following:

- All field technical services, tooling, equipment, instrumentation, and technical supervision to perform such tests and inspections.
- Specific power requirements for test equipment.
- Notification prior to commencement of any testing.
- A timely notification of any system, material, or workmanship, which is found deficient on the basis of maintenance tests.
- A written record of all tests and a final report.

2. GENERAL SUBSTATION SITE INSPECTION

2.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance activities:

- Perform perimeter fence safety inspection
- Confirm electrical hazard signs are posted around perimeter and visible to the public
- Perform visual inspection of all insulators and high voltage conductors and connections
- Walk-down entire facility looking for abnormal conditions (alarms on equipment, annunciator lights, relay targets, evidence of animals, oil leaks, growing vegetation, equipment rust, oil level gauges, SF6 pressure gauges, etc.)
- Inspect equipment ground connections.
- Verify site lighting is functional

3. CIRCUIT BREAKER INSPECTION AND MAINTENANCE REQUIREMENTS

3.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required for low and medium voltage circuit breakers:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Inspect operating mechanism
- Check and set all critical adjustments per manufacturer's specifications
- Operational test of breaker using a trip signal to the trip coil via lockout relay or other device
- Perform primary and or secondary current injection test
- Perform timing test
- Verify anti-pump function
- Measure contact resistance
- Measure insulation resistance
- Perform bushing power factor test
- Perform current transformer excitation test
- Check SF6 gas leaks and repair as necessary
- Add SF6 gas as necessary

4. CIRCUIT BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

4.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair or reconditioning as required:

4.1.1 Medium Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary, and control circuits. Open and close timing tests shall be performed
- Each circuit breaker shall be completely disassembled, including the operating mechanism, cleaned of all dirt, rust, or other foreign material. All steel frame parts shall be sand blasted to base metal and painted with high quality rust inhibiting paints while operator components shall be yellow zinc plated. All fits shall be checked and compared to available factory specification and parts shall be repaired or replaced as necessary upon approval.
- Each pole piece shall be removed from the frame and disassembled. All oxidation and corrosion shall be removed from the copper. All copper conductors shall be inspected and re-silver plated.
- All main, arcing, and primary disconnect contacts shall be cleaned and dressed prior to plating. Contact wipe and spring tension shall be tested and set to available factory specifications.
- The molded base of each pole piece will be cleaned, tested, and resealed as appropriate. If necessary, each piece will be baked to remove moisture prior to sealing.
- All parts shall be inspected, and any defective parts shall be replaced upon approval.
- After all parts are reconditioned, the breaker will be reassembled, lubricated, adjusted, and fully tested. Our standard testing includes high current testing as applicable, resistance testing of all contacts, meggering with 1000 volts from line to load, pole to pole, and pole to ground. Customer specified tests shall be included as requested. A full test report will be included with each breaker.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

4.1.2 High Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary and control circuits. Open and close timing tests shall be performed.
- All energized components shall be inspected for evidence of overheating, burning, discoloration, pitting, corrosion, and tracking.
- Arc chutes and phase barriers will be inspected for physical damage, and dried out as needed. Blowout coils will be inspected and coil resistance measurements taken.

- Primary bushings shall be cleaned, inspected, tested.
- All main and arcing contacts shall be inspected, checked for wear and pitting, cleaned, and dressed.
- Control circuit switches, solenoids, relays, motors and wiring shall be inspected for proper operation and insulation resistance tested at 1000 VDC.
- All parts shall be inspected and tolerances shall be measured and compared to manufacturer's specifications then replaced and/or refurbished as appropriate with only manufacturer's parts. No "clone" or fabricated parts will be used.
- The circuit breaker shall be completely disassembled, including the operating mechanism.
- Steel frame parts shall be cleaned, sand blasted, and painted. Steel operator parts will be sand blasted and yellow zinc plated. Conducting members will be tumbled and re-silver plated.
- Breaker will be re-assembled, lubricated, and adjusted to manufacturer's specifications.
- Fully rewire using SIS wiring of like sizing with VW-1 rating.
- Mechanical operator and contact alignment checks shall be performed on both the breaker and operating mechanism including contact wipe, and gap in accordance with manufacturer's specifications and instructions.
- Interlocks, positions indicators, and operation counters will be adjusted and tested for proper operation.
- Breaker will be tested electrically and mechanically for proper operation.
- Perform contact resistance measurements on each phase.
- Perform insulation resistance tests on each pole, phase-to-ground, phase-to-phase, and line to load.
- Perform high potential test on each pole phase-to-phase and to ground.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

5. RELAY INSPECTION AND TESTING REQUIREMENTS

5.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of protective relays as required.

- Perform visual inspection
- Inspect gaskets, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, and contacts on electromechanical relays

- Verify operation of light-emitting diodes, display, and targets.
- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.
- Perform insulation resistance test on each circuit branch to frame (electromechanical relays only).
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Perform electrical test as needed, per manufacturer's instructions, to verify that each device is operates as expected.
- Calibrate as necessary per manufacturer's instructions.
- Provide written tag on relay that states test date and test personnel.
- Provide "As-Found" and "As-Left" reports

6. METER INSPECTION AND TESTING REQUIREMENTS

6.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Perform visual inspection
- Verify meter connections are in accordance with meter and relay diagram
- Take voltage and current phasor measurements
- Test meter accuracy utilizing an independent source
- Calibrate as necessary

7. METAL CLAD BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

7.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair (or reconditioning) procedures as required:

- Replace and re-pitch of primary disconnect bottles
- Repair and recondition of racking mechanisms
- Repair and recondition of operating mechanism
- Replace vacuum bottles
- Replacement of current transformers, potential transformers, and control power transformers
- Clean bus and insulation
- Adjust torque
- Replace insulation components

8. POWER TRANSFORMER INSPECTION, MAINTENANCE, AND REPAIR REQUIREMENTS

8.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Check condition of desiccant
- Add nitrogen as necessary
- Record LTC position and counter reading
- Test cooling fans in manual operation
- Perform oil dielectric test
- Perform TTR test
- Perform DC winding resistance test
- Perform core demagnetization
- Measure leakage reactance
- Perform power factor tests
- Perform exciting current test
- Perform CT Excitation Test
- Perform test on sudden pressure relay

9. CIRCUIT SWITCHER AND DISCONNECT SWITCH INSPECTION AND MAINTENANCE REQUIREMENTS

9.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Perform operational test in manual and motor operated mode
- Lubricate all mechanical critical points as necessary
- Lubricate electrical contact surfaces as necessary
- Check the tightness of fasteners on current carrying parts
- Ensure proper switch alignment and adjust as necessary
- (Circuit switcher only) Perform DC resistance measurement across interrupter in open and close positions
- Perform DC resistance values for entire current carrying path

10. RECLOSER INSPECTION AND MAINTENANCE REQUIREMENTS

10.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Test battery
- Download stored data and provide information
- Perform timing test
- Perform operational test

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11. DC CONTROL CIRCUITRY INSPECTION AND TESTING REQUIREMENTS

11.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance procedures as required:

- Verify trip coils operates breaker or other interrupting device
- Verify proper operation of lockout devices and auxiliary relays
- Verify trip circuit paths from the relay to lockout devices and all trip coils
- Provide detailed list indicating all paths that have been verified. An acceptable method would be a DC schematic provided by the Member with mark-ups indicating all trip paths that have been successfully tested. Any portions not tested shall be marked accordingly.

12. PROTECTION COMMUNICATION SYSTEMS INSPECTION AND TESTING REQUIREMENTS

12.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Verify that the communications system is functional
- Verify that the communications system meets performance criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate).

13. INSTRUMENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

13.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inspect physical condition.
- Verify correct connection of transformers with system requirements.
- Verify that adequate clearances exist between primary and secondary circuit wiring.
- Verify the unit is clean.
- Verify all required grounding and shorting connections.
- Verify that current and voltage signal values are provided to the protective relays.
- Measure the primary and secondary currents and voltages and calculate the ratio. Ensure that calculated ratio is within expected tolerance. Where the primary voltage or current quantity cannot be measured with a test device, utilize an independent instrument transformer to obtain the primary value.
- Ensure the secondary current and voltage phase angles are within tolerance of expected values.

14. CURRENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

14.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inject currents at the source of each current transformer verify each device with a clamp-on ammeter to confirm that the current transformer strings are connected in accordance with the prints.
- Simulate actual load current and fault current operation of the substation electrical systems by injecting appropriate currents in the CT current. Verify proper operations of relays, meters, and other instruments.
- Measure and record the burden of each connected CT.
- Ensure that current signal reaches all relays and other instruments in accordance to prints.

15. POTENTIAL CIRCUIT TESTS

15.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Pull fuses from CCVT or PT junction boxes and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks. Check for proper voltages at all relays, instruments, switches, etc., to verify that the potential circuit is connected in accordance with the prints.
- Measure and record the burden of each potential circuit.
- Ensure that voltage signal reaches all relays and other instruments in accordance to prints.

16. BATTERY TESTING AND CHARGER REQUIREMENTS

16.1 The Contractor shall provide all necessary personnel and equipment to perform battery testing as required.

- Perform visual inspection on battery bank and charger
- Inspect condition of battery rack
- Verify electrolyte level and top off as necessary
- Verify charger AC current and voltage
- Test DC voltage
- Check charger output current and voltage
- Measure float current
- Check for unintentional grounds
- Check for evidence of corrosion on terminals
- Verify the annunciator and alarm circuit.
- Check all terminal connection torque and adjust as necessary
- Measure pilot cell voltage, specific gravity and electrolyte temperature
- Measure intercell/intracell resistance tests (after checking torque)
- Measure individual cell voltage

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- Replace the charger filter capacitor per manufacturer recommendation

16.2 When FMPA Member requests a capacity test, the Contractor and Member will agree which party will be responsible for providing a temporary DC supply. Capacity tests shall conform with applicable IEEE standard.

17. ANNUNCIATOR TESTS

17.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Check each annunciators input by closing or opening the trouble contact.
- Check all annunciator lamps, alarm, cutoff and reset operation.
- Verify operation of all auxiliary repeater contacts.

18. SCADA EQUIPMENT

18.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Visually inspect all equipment for damage and proper connection.
- Test SCADA communication over all communication systems.
- The SCADA system shall be functionally checked from Master Station to Remote Terminal Units to end device. All control, indication, alarm, and analog points shall be tested by initiating alarm contacts, trips and close commands and verifying analog inputs from transducers and other devices. All analog inputs shall be checked at 0, 25, 50, 75, and 100 percent of scale.
- Perform all manufacturer's recommended functional and operational tests to assure correctness of operation and equipment.

19. MINERAL OIL SERVICES

19.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform lab analysis in accordance with applicable IEEE standard.
- Filter oil to remove acids, dirt, dissolved gases, moisture and restore oil back to optimal performance specification.
- Add oil to bring level back to recommended level.

20. INSTALLATION AND REPLACEMENT OF EQUIPMENT

20.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Like-for-like replacement of any equipment covered in this specification.

- Installation of new equipment specified by FMPA Member where engineering drawings are provided by FMPA Member or are otherwise not required. Equipment may include items such as lightning arrestors, insulators, bus-bar, capacitor banks, wave traps, CCVTs.

21. LIVE LINE INSULATOR WASHING

21.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Wash insulators on energized equipment at voltages up to 138kV utilizing demineralized water
- Water shall be provided by the Contractor

22. SAFETY AND PRECAUTIONS

22.1 Safety practices shall include, but are not limited to, the following requirements:

22.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.

22.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.

22.1.3 Applicable state and local safety operating procedures.

22.1.4 Owner's safety practices.

22.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

22.2 A safety lead person shall be identified prior to commencement of work.

22.3 A safety briefing shall be conducted prior to the commencement of work.

22.4 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

23. TEST EQUIPMENT

23.1 The testing organization shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated.

23.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.

- 23.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)
- 23.4 Dated calibration labels shall be visible on all test equipment.
- 23.5 Records, which show date and results of instruments calibrated or tested, must be kept current.
- 23.6 Calibrating standard shall be of higher accuracy than that of the instrument tested.

24 ADDITIONAL EQUIPMENT

If heavy equipment or additional items (not accounted for in Contractor's bid pricing) are required to perform the scope of work, the cost of such items or equipment will require Participating Member(s) approval.

25 SUBMITTAL OF REPORTS

25.1 The report shall include the following:

25.1.2 A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.

25.1.3 All relevant test data. Where applicable, each value shall be labeled with a "pass" to indicate where values are acceptable or within tolerance, or "fail" to indicate otherwise.

25.1.4 A summary listing of problems or marginal conditions discovered, whether these items were corrected or still existed at completion of testing, and how corrected or recommendations for corrections (as applicable). Include comments or recommendations regarding any applicable concerns.

25.1.5 Document all "as found" and "as left" settings and adjustments.

25.2 The final report shall be completed and submitted to the substation or generating facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.

25.3 The final report shall be submitted both in hard copy and an electronic version.

26 BID SUBMISSION REQUIREMENTS

26.1 In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit::

26.1.2 A list of references with emphasis on work for electric utilities in the state of Florida. Please provide contact information for these references.

- 26.1.3 General description of test equipment to be used, including manufacturer and model number.
- 26.1.4 Resumes or qualifications of key personnel who will be performing tests, inspections, repairs and installations. This will include the documentation referred to in Section 1.3.4 indicating compliance with NETA and/or manufacturer's standards and licenses and certifications.
- 26.1.5 Identification and qualification of subcontractors. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications. If, after award of the bid, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from the FMPA Member(s).
- 26.1.6 Support requirements for on-site testing repairs.
- 26.1.7 Proof of Insurance coverage *(See Section 34 on Pg. TC-10).*

26.2 The Bid Form contains the following cost items:

- 26.2.2 Mileage rate and estimated distance to each participating city
- 26.2.3 Travel rate and estimated travel hours to each participating city
- 26.2.4 Cancellation charges
- 26.2.5 Breakdown/setup costs
- 26.2.6 Per diem rate for overnight stay
- 26.2.7 Material mark-up rate
- 26.2.8 Storm/Emergency related response rates
- 26.2.9 Hourly costs (straight time/overtime/premium) for technicians and electricians
- 26.2.10 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____	Dated _____
Number _____	Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)																																								
Mileage rate (\$ per mile)		Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">ZONE 1</td> <td style="width: 15%;">Beaches Energy Services</td> <td style="width: 15%;">City of Green Cove Springs</td> <td style="width: 15%;">City of Starke</td> <td style="width: 15%;">City of Mt. Dora</td> <td style="width: 20%;">Utilities Comm. New Smyrna Bch.</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">ZONE 2</td> <td>City of Bartow</td> <td>City of Wauchula</td> <td colspan="3" rowspan="2" style="background-color: #cccccc;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">ZONE 3</td> <td>City of Clewiston</td> <td>City of Homestead</td> <td>Ft. Pierce Utilities Authority</td> <td colspan="2" rowspan="2" style="background-color: #cccccc;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">ZONE 4</td> <td>Keys Energy Services</td> <td colspan="4" rowspan="2" style="background-color: #cccccc;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.							ZONE 2	City of Bartow	City of Wauchula							ZONE 3	City of Clewiston	City of Homestead	Ft. Pierce Utilities Authority							ZONE 4	Keys Energy Services						
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ZONE 3	City of Clewiston	City of Homestead	Ft. Pierce Utilities Authority																																						
ZONE 4	Keys Energy Services																																								
Travel Rate (\$ per hour per man)																																									
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____																																									
Miscellaneous Charges:	Charge (\$)	Comments:																																							
Charge if work is cancelled prior to mobilization																																									
Charge if work is cancelled after mobilization																																									
Breakdown and setup costs																																									
Per diem rate if overnight stay is required																																									
Mark-up rate for materials																																									
Storm/Emergency-related response rate																																									
Additional charges (please provide explanation)																																									

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician			
Overtime Hourly Cost for Technician			
Premium Hourly Cost for Technician			
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician			
Overtime Hourly Cost for Electrician			
Premium Hourly Cost for Electrician			

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that _____ 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 1893 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.

Vendor's Signature

Date

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

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference FMPA ITB # 2019-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2019-034, August 2019, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____
Signature

Printed or Typed Name

Title _____

Complete Business Address of Proposer:

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business name and address of _____
[name of bidder or contractor]

is _____.

2. My relationship to _____
[name of bidder or contractor]

is _____

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the ____ day of _____, 20__.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name



Thanks for your interest in serving our Members.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32575, hereinafter referred to as the "CITY", and Southern Switch & Contacts Services, Inc., 855 Virginia Avenue, Palm Harbor, Florida 34683, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Substation and Generating Station Maintenance Service solicitation issued by Florida Municipal Power Agency on behalf of the City of Mount Dora and other participating municipalities and accepted the CONTRACTOR, on September 6, 2019 attached hereto as **Composite Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract"; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and pursuant to Section 8, of the Cooperative Contract may be extended for additional (1) year periods in the best interest of the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Composite Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street
Mount Dora, Florida 32575
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Southern Switch & Contacts Services, Inc.
Attention: Al Crossman
855 Virginia Avenue
Palm Harbor, Florida 34683
al@southernswitch.com

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between this Agreement or any CITY issued purchase order and the terms and conditions of Exhibit A attached hereto, the terms and conditions of this Agreement or any CITY issued purchase order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this 14th day of November, 2019.

~~CITY OF MOUNT DORA~~

~~Cathy Hoechst, Mayor~~

~~ATTEST:~~

~~GWEN KEOUGH-JOHNS, MMC
CITY CLERK~~

~~For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency~~

~~Sherry G. Sutphen, City Attorney~~

CONTRACTOR

Alfred L. Crossman
Print: ALFRED L. CROSSMAN

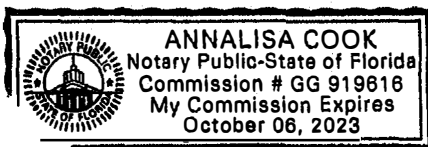
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was executed before me this 14th day of November, 2019, by Alfred Crossman, as President of Southern Switch & Contact Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced FL Driver License as identification.

(stamp)

Annalisa Cook
NOTARY PUBLIC

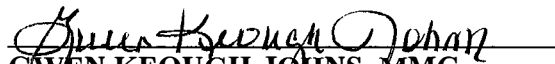


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 19 day of November, 2019.

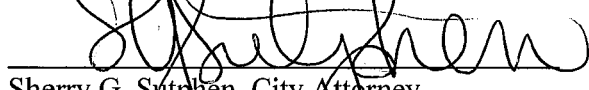
CITY OF MOUNT DORA


Catherine T. Hoechst, Mayor

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency


Sherry G. Sutphen, City Attorney

CONTRACTOR

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by _____, as _____ of Southern Switch & Contact Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC

Composite Exhibit "A"
Cooperative Contract with
Southern Switch & Contact Services, Inc.
From solicitation issued by Florida Municipal Power Agency

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 2% for payment made within 10 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number NONE Dated _____
Number _____ Dated _____

Respectfully submitted:

Company Name: SOUTHERN SWITCH & CONTACTS

Signature: AL Crossman

(Authorized Representative)

AL Crossman

(Type or Print Name of Signer)

Address: 855 VIRGINIA AVE
PAUM HARBOR, FL 34683

E-Mail Address: AL@SOUTHERNSWITCH.COM

Telephone Number: 727-789-0951

Toll Free Number: 800-926-3562

Date: 9/6/2019

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)																																								
Mileage rate (\$ per mile)	\$ 0.55	Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">ZONE 1</th> <th style="width: 15%;">Beaches Energy Services</th> <th style="width: 15%;">City of Green Cove Springs</th> <th style="width: 15%;">City of Starke</th> <th style="width: 15%;">City of Mt. Dora</th> <th style="width: 15%;">Utilities Comm. New Smyrna Bch.</th> </tr> <tr> <td></td> <td>750</td> <td>650</td> <td>480</td> <td>450</td> <td>570</td> </tr> <tr> <th style="width: 10%;">ZONE 2</th> <th style="width: 15%;">City of Bartow</th> <th style="width: 15%;">City of Wauchula</th> <th colspan="3" rowspan="2"></th> </tr> <tr> <td></td> <td>275</td> <td>372</td> </tr> <tr> <th style="width: 10%;">ZONE 3</th> <th style="width: 15%;">City of Clewiston</th> <th style="width: 15%;">City of Homestead</th> <th style="width: 15%;">Ft. Pierce Utilities Authority</th> <th colspan="2" rowspan="2"></th> </tr> <tr> <td></td> <td>625</td> <td>950</td> <td>620</td> </tr> <tr> <th style="width: 10%;">ZONE 4</th> <th style="width: 15%;">Keys Energy Services</th> <th colspan="4" rowspan="2"></th> </tr> <tr> <td></td> <td>1075</td> </tr> </table>	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.		750	650	480	450	570	ZONE 2	City of Bartow	City of Wauchula					275	372	ZONE 3	City of Clewiston	City of Homestead	Ft. Pierce Utilities Authority				625	950	620	ZONE 4	Keys Energy Services						1075
ZONE 1	Beaches Energy Services		City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.																																			
	750		650	480	450	570																																			
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	625	950	620																																						
ZONE 4	Keys Energy Services																																								
	1075																																								
Travel Rate (\$ per hour per man)	\$ 40																																								
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____																																									
Miscellaneous Charges:	Charge (\$)	Comments:																																							
Charge if work is cancelled prior to mobilization	0	ASSUMPTIONS: 1) 4 MAN CREW 2) 1 WAY TRIP																																							
Charge if work is cancelled after mobilization	\$ 500																																								
Breakdown and setup costs	0																																								
Per diem rate if overnight stay is required	\$ 150																																								
Mark-up rate for materials	15%																																								
Storm/Emergency-related response rate	1.5 X RATE																																								
Additional charges (please provide explanation)	RENTAL EQUIP																																								

COST + 15% + DEL + PICKUP

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	50		SEE ATTACHED RATE SHEET FOR COMPREHENSIVE LIST OF ACTIVITIES/RATES
Overtime Hourly Cost for Technician	75		
Premium Hourly Cost for Technician	93.75		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	70		
Overtime Hourly Cost for Electrician	105		
Premium Hourly Cost for Electrician	131.25		

Exhibit 2

Rate Sheet

Southern Switch & Contacts Services
Rate Sheet 12/12/2017

<u>Job Classification</u>	<u>Unit</u>	<u>Rate</u>	<u>Note</u>
Job Foreman	Hr	\$ 90	OT charged at 1.5 times rate
Electrician	Hr	\$ 70	OT charged at 1.5 times rate
Apprentice/Mechanic	Hr	\$ 50	OT charged at 1.5 times rate
Labor/Grundman	Hr	\$ 40	OT charged at 1.5 times rate
Welder	Hr	\$ 75	OT charged at 1.5 times rate
Driver	Hr	\$ 45	OT charged at 1.5 times rate

Miscellaneous

Engineer	Hr	\$ 125	OT charged at 1.5 times rate
Test Specialist	Hr	\$ 150	OT charged at 1.5 times rate
Per Dlem	Day	\$ 150	charged per person per day
Crew Truck(s)	Day	\$ 140	
Tool Traller	Day	\$ 145	
Filter Press Traller	Day	\$ 250	plus \$0.25 per gallon
Rental Equipment	varles	varles	cost plus 10%
Subcontractor	varles	varles	cost plus 10%
Supplies	varles	varles	cost plus 10%

FMPA Substation and Generating Station Maintenance Bid

(ITB# 2019-034)

Submitted by:

AI Crossman

Southern Switch & Contacts

855 Virginia Ave

Palm Harbor, FL 34683

26 Bid Submission Requirements

26.1.2 References

- Beaches Energy – Jacksonville Beach, Florida
 - Jeremy Johnston – 904-625-0322
 - Matt Campbell – 904-233-9253
- Tampa Electric
 - Gary Raulerson – 813-245-5291
 - Ron Petrus – 813-630-6545
- City of Leesburg
 - David Thomas – 352-516-7211
- Sumter Electric
 - Ron Summers – 352-569-9769
- Clay Electric
 - Gary Bonner – 352-235-1712
- Seminole Electric
 - Jeff Hord – 813-244-7419
 - Mark Churilla – 813-690-2484

26.1.3 Test equipment

- Doble
 - M4100 Insulation Analyzer
 - M4110 Leakage Reactance
 - M5400 SFRA
 - TRM403
 - EZCT-2000c
 - TTR Capacitor
- Phenix
 - LD60 Oil Dielectric Test Set
 - Hi Pot

26.1.4 Resumes or qualifications of key personnel

- See enclosed resumes
 - Matthew Emmons – Director of Engineering and Design
 - Raul Marrero – Supervisor of Field Services

26.1.5 Identification and qualification of subcontractors

- See enclosed resumes
 - Ben Ramos – President Phasor Engineering LLC
 - Luis Figueroa – Engineer Phasor Engineering LLC

26.1.6 Support requirements for on site testing/repairs

- Access to the substation as agreed upon with owner
- Switching
- Identification and description of anomalies
- Access to control house dependent on specific issues to be addressed
- Station power as available

26.1.7 Proof of insurance coverage

- See enclosed proof of insurance
- COI issued upon specific request

RAUL MARRERO

147 Merida Dr., Kissimmee, FL 34746 | 321-697-8945 | rmarrero16@gmail.com

Experience

SUBSTATION SUPERVISOR | SOUTHERN SWITCH & CONTACTS | 07/2018-CURRENT

- Supervisor role of 2-5 man substation crews.
- Completion of substation projects including but not limited to:
 - New breaker installation
 - New switch replacement and switch adjustment
 - New transformer installation -
 - Bushing replacement and regasketing of transformers
 - Wiring control systems to P&C prints

SUBSTATION JOURNEYMAN | RELIABLE SUBSTATION | 02/2009-07/2018

- Responsible for the installation of AC/DC, transmission and distribution power substations
- Participated in all aspects of the installation of electrical components and associated equipment required for a power substation.
- Efficient and accurate electrical wire termination.
- Accurate blueprint interpretation.
- Able to identify engineering blueprint errors and adjust accordingly.
- Keep and maintain company equipment such as vehicles.
- Maintain a clean Class A drivers license.
- Maintain a flawless safety record according to the contracting companies safety standards as well as OSHA.

Skills & Abilities

- Basic and intermediate computer skills, world wide web, and email
- Basic Automotive Repair
- Proficient in 14-28 ton Crane Operation
- Accurate blueprint interpretation
- Accurate and Efficient electrical wire terminations
- Fluent in Spanish
- Safety Minded

Certification & Training

- OSHA 10 and 30 hour

- **MICCS**
- **CDL Class B License**
- **Foreign material exclusion**
- **Qualified rigger & signal for crane operations**
- **Forklift /Aerial lift**
- **First aid/CPR/AED**
- **Electrical safety**
- **Substation entry**
- **Grounding**
- **Confined space entrant and rescue**
- **Lockout/tagout**
- **Human performance**
- **Defensive driving**
- **PPE/hearing protection/BBP**
- **Hazcom/GHS**
- **Fall protection**
- **Fire prevention**

Education

- **POINCIANA HIGH SCHOOL**
- **05/2009 High School Diploma**
- **HILLSBOROUGH COMMUNITY COLLEGE**
- **06/2011 Criminal Justice-Surety Agent**

MATTHEW EMMONS

855 Virginia Ave, Palm Harbor, FL 34683 • 727-542-0537

Matt@southernswitch.com •

EXPERIENCE

August 2009- Present

Director of Engineering, Southern Switch & Contacts

Responsibilities

- Direct oversight of all aspects of production.
- Develop estimates on all products and services.
- Customer support both over the phone and in the field.
- Reverse engineering and design of new products.
- Finalize any engineering related decisions.
- Continually developing new quality control methods.
- Manage procurement of all raw materials and consumables.

Achievements

- Converted shop from manual production machines to automated CNC machines.
- Converted older hand drawings to CAD and created a database of drawings for every product that we have produced.
- Developed and maintained an inventory system for commonly produced items.
- Hold the inventor designation on a patent for a universal disconnect switch hand operated gearbox.

Skills and Abilities

- Experience and knowledge of most common tap changers.
- PowerSafe certified safety training.
- Read and understand blueprints.
- Trouble shooting of electrical systems.

EDUCATION

Bachelor of Science in Mechanical Engineering

University of South Florida, 2009

Luis Figueroa, P.E.

Consulting Engineer



Luis is a seasoned electrical engineer skilled in protection & control theory and application. He has a bachelor's degree in Electrical Engineering and over twenty years of relevant experience in various aspects of Electrical Engineering, Generation / Transmission / Distribution Protection & Control design, Power Systems design, and Asset Management / Compliance. He has successfully designed transmission and distribution substation upgrades and green field protection & control schemes. Additionally, Luis has eight years of field engineering experience installing and commissioning protection and control components / schemes. He has a clear and concise knowledge of the protection and control application and theory. This experience makes him uniquely qualified to ensure that the substation operating instructions associated with substations are well defined, concise, efficient, and well written. This skillset complements the existing processes and procedures in place at your organization to develop and implement an excellent and applicable engineered product for field personnel to utilize during normal / abnormal system operations. Finally, the services provided will ensure that systems are installed, commissioned, and operated in a safe, reliable, and cost-effective manner.

EDUCATION

Bachelor of Science, Electrical Engineering,
Polytechnic University of Puerto Rico, 1996

Associate of Science, Electronics Technology,
University of Puerto Rico, 1989

Graduate Certificate, Financial Analysis,
Devry University, Graduate School of Mgmt., 2010

PROFESSIONAL LICENSES

Professional Engineer, Puerto Rico - 15752
Professional Engineer, Florida - 66802

PROJECT EXPERIENCE

Phasor Engineering, Sr. Protection & Control Oversight Engineer, Florida

Responsible for the oversight of contract protection and control technicians in the Duke Energy Florida region to insure safe and reliable installation and commissioning of the applicable relay design package. Perform oversight observations to monitor / trend best practices as well as areas for improvement to enable contract resources to continuously improve work practices. Insure fiduciary duty to the client with regard to performing efficient and effective oversight functions.

JLU Consulting Engineers, Sr. Protection & Control Oversight Engineer, Florida

Responsible for the oversight of contract protection and control technicians in the Duke Energy Florida region to insure safe and reliable installation and commissioning of the applicable relay design package. Perform oversight observations to monitor / trend best practices as well as areas for improvement to enable contract resources to continuously improve work practices. Insure fiduciary duty to the client regarding performing efficient and effective oversight functions.

ABB – Project Engineer – Medium Voltage Switchgear, Various Locations*

Developed engineering design packages for medium voltage switchgear including single line, elementary diagrams, DC schematics, network communication diagrams, low voltage compartment layouts, interconnection diagrams, and bill of materials.

Integrated medium voltage switchgear designs into custom client engineered solutions to meet client specifications. Selected applicable relays, PLCs, bus transfer schemes, automation controllers, RTUs, power meters, and MCCs.

Progress Energy Florida, Sr. Protection & Control Engineer*, Florida

Responsible for initiating system projects to achieve short and long term system reliability resolution /mitigation. In addition, performed fault location and fault analysis of events impacting the bulk electric system. Prepared system studies to determine digital fault recorder settings.

* denotes projects completed with other firms

Luis Figueroa

Consulting Engineer



Developed, reviewed, and implemented maintenance procedures and basis documents to ensure compliance with the North American Electric Reliability Corporation (NERC) and Florida Reliability Coordinating Council (FRCC), etc.

**Delta Integrated Engineering – Project Engineer,
Various Locations***

Responsible for developing and designing protection and control design packages as well as the related communications systems.

Developed engineering packages for the addition / replacement of rectifiers, inverters, battery distribution fuse bays and battery banks related to telecommunications applications.

Performed cable sizing and power system analysis for distribution feeder applications.

**Puerto Rico Electrical Power Authority (PREPA) – Lead
Protection & Control Engineer,
Engineering Department*, Puerto Rico**

Responsible for the oversight and supervision of engineering personnel and design package for protection and control applications. Developed bid proposal and performed vendor bid evaluations. Designated by PREPA to witness Factory acceptance tests to certify wired control panels and power transformers related to EPC projects.

**Puerto Rico Electrical Power Authority (PREPA) – P&C
Engineer, Maintenance & Engineering Department*,
Puerto Rico**

Responsible for the commissioning and maintenance testing of protective relays, local and SCADA control systems and related communications components in the Transmission / Distribution systems to include Generations switchyards. Performed functional testing of protection schemes associated with generators, transformers, and auxiliary power systems in power plants.

Analyzed test data to determine performance characteristics of the control and protection components. Responded to system disturbances or equipment mis-operations for PREPA northern area substations.

Modified single line diagrams, AC/DC schematics and wiring diagrams to incorporate substation improvement projects. Responsible for programming voltage regulators, substation bay units, port servers, programmable automation controllers (PAC), and programmable logic controllers (PLC) used for substation monitoring and control applications.

Relevant Training

- IEC 61850 – Gosse Messaging/ABB Relion Relays
- Schweitzer Integration and Automation Seminar
- LAN/WAN Networking Course - CISCO System
- Generator & Transformer Protection Seminar
- Real-Time Automation Controller (RTAC)
- Project Management Techniques

* denotes projects completed with other firms

Ben Ramos, P.E.

Principal Engineer -- Electrical

Substation / Protection & Control / Power Systems



Ben is a seasoned electrical engineer skilled in protection & control, substation, power systems theory, and application. He has an MSEE in Electrical Engineering and 15 years of relevant experience in various aspects of Electrical Engineering, Generation / Transmission / Distribution Power System & Protection & Control / Substation Design, and Asset Management. He has designed generation, transmission, and distribution substations successfully for voltage classes from 550kV – 4.16kV. In addition, he was the lead engineer for the redesign of a generating station transformer switchyard that had 2 GSUs, 1 SUT, 1 RAT, and 1 SSTs fail and associated components due to a catastrophic transformer fire. He has also designed and implemented successful acoustical solutions for substations in sensitive customer locations. In addition, he has performed in an asset management role to analyze and diagnose the health and condition of a fleet of over 3800 power transformers that include GSUs, Transmission and Distribution transformers along with the associated components to include Load Tap Changers (Vacuum and Resistive / Reactive). In past roles, he has also performed advanced event analysis to determine the root cause of catastrophic power system failures. When aberrant conditions arise in a power system, he has performed power quality, AC & DC load, harmonic, grounding, induction and cathodic protection studies to identify, analyze, and implement effective engineered solutions.

EDUCATION

Master of Science, Electrical Engineering
University of Central Florida, Orlando, Florida, 2007

Bachelor of Science, Electrical Engineering
University of Texas, Austin, FL, 2004

PROFESSIONAL LICENSES

Professional Engineer, Florida – 69060

Professional Engineer, Various States – available upon request

MEMBERSHIPS

Senior Member, Institute of Electrical & Electronics Engineers / Power & Energy Society

PROJECT EXPERIENCE

Two 550 kV Breaker Upgrades for Crystal River Unit #3
Nuclear Generating Station, Crystal River, FL

Developed and designed the upgrade of the two generation output breakers for the Crystal River Unit #3 Nuclear Plant. Upgraded all associated air break switches, control cabinets, control cables, cable trench, etc. to accommodate the new ABB 550 kV, 3000A, 50 kA circuit breakers.

New 230 / 115 KV Lecanto Substation, Lecanto, FL

Developed and designed a 230 / 115 kV Transmission substation with 4 line terminals and an ultimate layout for 12 line terminals and two 230 / 115 kV (333 MVA) transformers. Designed breaker and a half scheme for reliability. Managed and reviewed production of drawing packages for a breaker and a half scheme, control house, security, fiber optic, cable trench, grounding, conduit installations along with the station service.

Project Management Activities, Various
Substations, Florida

Prepared Study Level estimate reports for future brown field and green field substations. Prepared one-lines, layouts, capital cost estimate, risk analysis, constructability, and grounding analysis, etc.

New 550 kV Breaker Design for Kathleen
Substation, Lakeland, FL

Developed and designed the new installation of one 500 kV Line breaker to protect a 500 / 230 kV (750 MVA) power transformer. This installation required considerable 5 inch tubular bus modification and the implementation of welded fittings that eliminated the need for the use of radius bends on the tubular bus that eliminated difficulty in the field application. Upgraded all associated air break switches, control cables, cable trench, etc. to accommodate the new ABB 550 kV, 3000A, 50 kA circuit breaker.

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Ben Ramos, P.E.

Principal Engineer - Electrical

Substation / Protection & Control / Power Systems



New 69 kV Transmission Switching Substation, Chiefland, Florida

Developed and designed a 6 position ring bus with 3 line terminals and an ultimate layout for 6 lines. Installed four 69 kV breakers along with the associated instrument transformers and redundant station AC service for increased reliability. Included grounding analysis, direct stroke protection analysis, control wiring, cable trench layout, vehicle crossovers, etc.

New 69 / 13 KV DeLeon Springs Substation, DeLeon Springs, FL

Developed and designed a 230 / 115 kV Transmission substation with 4 line terminals and an ultimate layout for 12 line terminals and two 230 / 115 kV (333 MVA) transformers. Designed breaker and a half scheme for reliability. Managed and reviewed production of drawing packages for a breaker and a half scheme, control house, security, fiber optic, trench/cable tray/conduit installations along with the station service.

New 15 KV Switchgear, Welch Rd. Substation*, Apopka, FL

Developed and designed a 3 Bay 15 kV modular switchgear for installation at a distribution substation to support an increase in load. This included bus modification and addition to install and accommodate in a station with 3 existing switchgears. Designed breaker and a half scheme for reliability. Managed and reviewed production of drawing packages for design and installation.

Acoustical Dampening Wall, Dallas Substation, Villages, FL

Developed and designed an acoustical solution at the Dallas substation located in a residential area for a 55+ adult living community. The substation had a 230 / 69 kV Auto Transformer that had issues with the preventative auto (PA) mechanism and was situated in a location that directly impacted the residents of the community. An acoustical survey was performed and a solution was developed to install the AcoustiFiber Wall System. The result was a reduction in sound level by 19 dBA. This solution along with the repair of the PA resolved the resident's concerns and successfully mitigated the condition that existed.

Acoustical Survey, Bithlo Substation, Orlando, FL

Performed an acoustical study to determine the source of an aberrant sound reported by a utility customer. The customer reported that a 230 / 69 kV, 22.4 MVA transformer at Bithlo substation was making a sound that was disturbing their residence. A thorough study was completed in adherence with NEMA TR-1 and IEEE C57.136-2000 (Guide for Sound Level Abatement). Upon completion of the study, the source of the aberrant noise was identified as an air compressor in the neighbor's garage used for taxidermy. The customer had requested that the utility install a wall to mitigate the condition at a cost of \$175k. A thorough study based on industry standards and the use of the Bruel & Kjaer 2250 Sound Level Meter, saved the utility an estimated \$175k to install a wall as requested by the customer. The cost of the study was \$11k.

Line additions to a 69KV through 230 kV Ring Bus and Breaker & a half scheme substations (Breaker, Protection & Relaying), Various Locations, Florida

Project scope involved the addition of line terminals and breakers in 69KV through 230 kV ring bus and breaker & a half schemes which included addition of relays, breaker, CCVT and air break switches. The protection relays were SEL-351 for breaker failure and SEL-311L for line protection. Successfully completed each project.

Power Transformer - Dissolved Gas Analysis - Asset Management in various substations, Florida

Performed Dissolved Gas Analysis (DGA) for over 2500 power transformers from 69 - 500 kV to assess the condition of the unit via analysis of the fluid (Mineral oil, FR3, etc.). Diagnosed active thermal and aberrant electrical conditions in order to proactively diagnose and correct imminent failures or component degradation. Used Transformer Oil Analyst (TOA4) to organize data and review historical data. Also, leveraged DGA data to perform forensic analysis of transformer failures.

Breaker Replacements, Various Substations, Florida

13KV through 550kV Breaker upgrades along with associated air break switches, control wiring, and relay replacements.

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Ben Ramos, P.E.

Principal Engineer - Electrical

Substation / Protection & Control / Power Systems



Power Transformer – Electrical Testing & Analysis – Asset Management in various substations, Florida

Analyzed multiple electrical tests to assess and diagnose the condition and health of over 2500 power transformers in the fleet. These tests include: DC winding resistance, Turns ratio (TTR), Megger, Insulation Power Factor, Leakage Reactance (%Z), Sweep Frequency Response Analysis (SFRA), Capacitance, Excitation Current, Bushing Power Factor (PF) and capacitance. Using these tests in addition to the DGA allowed for detailed analysis of the health and condition of the power transformers in the fleet. These analytic methods were used in conjunction with the Doble DTAWeb tool to perform detailed forensic analysis of transformer failures, as well.

Replace 4 – Power Transformers at Crystal River Plant Units 1 and 2 due to Catastrophic Fire*, Crystal River Plant, Florida

Developed and designed a new configuration for two 18 / 230 kV (333 MVA) GSUs along with the 230 / 6.9 – 4.1 kV (30 MVA) Reserve Auxiliary and 18 / 4.1 kV (22 MVA) Station Service transformers due to a catastrophic GUSU transformer failure at the Crystal River Plant Unit #1 due to an internal fault that engulfed the isophase bus along with 4 transformers and destroyed the electrical infrastructure. The area was completely redesigned to accommodate a new ground grid and incorporate new isophase bus, support structures and the intelli-firewall (ceramic composite) that allows for ease of access to the transformers without an adverse effect to plant operations or transformer fire protection.

Adaptive Var Compensator, Power Quality Study, Bartow, FL

Responsible for performing a power quality study to determine the cause of the voltage sags and swells in the mining service area and provide recommendations for methods to mitigate the aberrant voltage conditions. Implemented the S&C Adaptive Var Compensator (AVC) at Peacock substation to address the transient conditions introduced by the local mining operations that placed high reactive power demands on the system.

230 / 13 kV (56 MVA) Distribution Transformer Addition and 230 kV Ring Bus, Curry Ford Substation*, Orlando, Florida

Developed and designed a second 230 / 13 kV (56 MVA) distribution transformer addition due to load constraints along with a 4 position 230 kV ring bus with two lines. One of the lines was from the Orlando Utilities Commission (OUC) Stanton Generating Station (2000 MVA) and the other line carried the generation source to the rest of the infrastructure. The ring bus was designed to protect the two distribution transformers and the two lines with maximum reliability and consideration to the critical generation access. In addition, four new feeders were added along with a bank breaker, tie breaker and redundant station service that did not exist previously. Managed and reviewed production of drawing packages, fiber optic, cable trench, grounding, conduit installations along with a new control house to accommodate the added line protection, transformer protection, bus differential protection and breaker failure. All of these changes and additions were made within the existing substation footprint and did not require any additional impact to the Spill Prevention Control and Countermeasure (SPCC) or permitting.

Replace 4 – Power Transformers at Crystal River Plant Units 1 and 2 due to Catastrophic Fire, Crystal River Plant, Florida

Developed and designed a new configuration for two 18 / 230 kV (333 MVA) GSUs along with the 230 / 6.9 – 4.1 kV (30 MVA) Reserve Auxiliary and 18 / 4.1 kV (22 MVA) Station Service transformers due to a catastrophic GUSU transformer failure at the Crystal River Plant Unit #1 due to an internal fault that engulfed the isophase bus along with 4 transformers and destroyed the electrical infrastructure. The area was completely redesigned to accommodate a new ground grid and incorporate new isophase bus, support structures and the intelli-firewall (ceramic composite) that allows for ease of access to the transformers without an adverse effect to plant operations or transformer fire protection.

Elegant engineered solutions

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Principal Engineer – Electrical

Substation / Protection & Control / Power Systems



"ELEGANT ENGINEERED SOLUTIONS"

1180 Harwood Avenue, Suite 1000

Altamonte Springs, Florida 32714

Tel: 877.742.7677

Elegant engineered solutions



ALFRE-1

QP ID: KM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harr & Associates Insurance 11401 Seminole Blvd Largo, FL 33778 Kimberly Harr	727-393-9146	CONTACT NAME: Harr & Associates Ins Inc. PHONE (A/C No./Ext): 727-393-9146 E-MAIL: coi@harrins.com FAX (A/C No.): 727-391-1754
INSURED Alfred L. Croseman, Inc. dba Southern Switch & Controls Inc 865 Virginia Ave Palm Harbor, FL 34683		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co INSURER B: Progressive Insurance INSURER C: National Union Fire Ins Co Of INSURER D: Brlgdfeld Employers Insuranc INSURER E: INSURER F:
		NAIC # 19445

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			3AA313182	11/25/2018	11/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			07712915-0	06/10/2019	06/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Basic PIP \$ 10,000
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS			22904437	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	830-40304	11/17/2018	11/17/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE

Evidence of Insurance
Informational Use Only
Contact Agent for COI

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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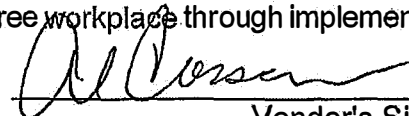
DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that
SOUTHERN SW, INC. + CONTRACTS 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 1893 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.


Vendor's Signature

9/6/2019
Date

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

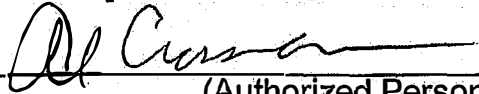
1

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

✓ We DO NOT take exception to the Bid Specifications.

 We TAKE exception to the Bid Specifications as follows:

Company Name: SOUTHERN SWITCH + CONTACTS

By: 
(Authorized Person's Signature)

AL CROSSMAN PRESIDENT
(Print or type name and title of signer)

Company Address: 855 VIRGINIA AVE
PALM HARBOR, FL 34683

Telephone Number: 727-789-0951

Toll Free Number: 800-926-3562

Fax Number: 727-789-0750

Date: 9/6/2019

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

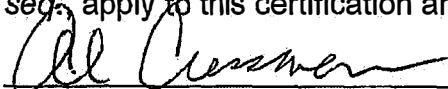
Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, SMITH + COMPANY certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

AL CROSSMAN President

Name and Title of Contractor's Authorized Official

9/16/2019
Date

AOC - 2

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

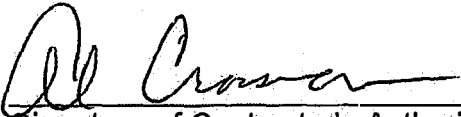
Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags



Signature of Contractor's Authorized Official

AL CROSSMAN PRESIDENT

Name and Title of Contractor's Authorized Official

9/6/2019

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at Palm Harbor this 6th day of SEPTEMBER, 2019.

Proposer SOUTHERN SWITCH + CONTRACTS

By AL Crossman

Signature

AL Crossman

Printed or Typed Name

Title PRESIDENT

Complete Business Address of Proposer: 855 VIRGINIA AVE

PALM HARBOR, FL 34683

State of Incorporation FLORIDA

Complete Address of Principal Office 855 VIRGINIA AVE

PALM HARBOR, FL 34683

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

AL Crossman

855 VIRGINIA AVE

PALM HARBOR, FL 34683

Telephone (727) 789-0951

Fax (727) 789-0750

E-Mail AL@SOUTHERNSWITCH.COM

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared AL CROSSMAN, who, being by me first duly sworn, made the following statement:

1. The business name and address of SOUTHERN SWITCH + CONTACTS
[name of bidder or contractor]

is 855 VIRGINIA AVE PALM HARBOR FL 34683

2. My relationship to SOUTHERN SWITCH + CONTACTS
[name of bidder or contractor]

is PRESIDENT

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

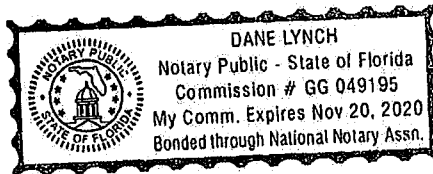
Al Chesman
Sworn to and subscribed before me in the state and county first mentioned

above on the 6th day of September, 2019.

Dane Lynch
Notary Public

(Affix Seal)

11/20/2020
My Commission Expires



Dane Lynch
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

SOUTHERN SWITCH + CONTRACTS
Firm

9/6/2019
Date

Al Crossman
Authorized Signature

PRESIDENT
Officer Title

Al Crossman
Printed or Typed Name

AOC - 7



JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

SUBSTATION AND GENERATING

STATION MAINTENANCE

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR AUGUST 2019

**BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

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Drug Free Workplace Compliance Form	DF-1
Statement of No Bid	SONB-1
Affidavit of Compliance	AOC-1
Declaration Forms	AOC-2 – AOC-7

INVITATION TO BID

(This is not an order)

R
E
T TO: Florida Municipal Power Agency
U 8553 Commodity Circle
R Orlando, Florida 32819-9002
N Attn: Sharon Samuels

ITB FMPA 2019-034

Date Issued: August 28, 2019

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON SEPTEMBER 26, 2019, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

DESCRIPTION

**AUGUST 2019
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

ADVERTISEMENT

Proposal For

AUGUST 2019

FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT BID FOR ANNUAL REQUIREMENT FOR THE PROVISION OF SUBSTATION AND GENERATING STATION MAINTENANCE

INVITATION TO BID FMPA 2019-034

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 P.M., on September 26, 2019, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:

Beaches Energy Services
City of Bartow
City of Clewiston
City of Green Cove Springs
City of Homestead
City of Mount Dora
City of Starke
City of Wauchula
Ft. Pierce Utilities Authority
Keys Energy Services
Utilities Commission, City of New Smyrna Beach

Bid packages for this project may be obtained from FMPA via Internet from www.fmpa.com.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Substation and Generating Station Maintenance manufactured by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Substation and Generating Station Maintenance specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Clewiston	City of Green Cove Springs
City of Homestead	City of Mount Dora
City of Starke	City of Wauchula
Ft. Pierce Utilities Authority	Keys Energy Services
Utilities Commission, City of New Smyrna Beach	

Contractors providing Substation and Generating Station Maintenance are being sought to support the FMPA Members with services relating to Substation and Generating Station Maintenance as listed in the specification. This bid is for a one (1) year term; and consists of a joint estimated annual requirement of services.

2. PURCHASING SERVICES

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. SERVICES

Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. DEFINITIONS

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

SUCCESSFUL BIDDER – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all Contractors, subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, awarded bidder, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Award and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Award or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Award and/or a Participant Contract.

7. QUANTITIES

- 7.1 Participating Member(s) may purchase their requirements from the contract awardee(s); but this solicitation will NOT establish exclusive rights for the contract awardee(s).
- 7.2 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, or reflect unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected services/report until such time as the delivery is complete and accepted as contracted for.

8. EXTENSION OPTION

This bid may be extended annually by mutual agreement between the Project Participating Members and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 13. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

9. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

- 9.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 9.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 9.3 Pages BF-1, BF-3, and AOC-1 of this bid package are required forms and **MUST** be included in Bidder's response appropriately filled out and signed. Note: FEMA may fund aspects of this bid, which require the Bidder's execution of

applicable forms in this bid packet. Complete pages DF-1, AOC-2, and AOC-7 if applicable to Bidder.

- 9.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 9.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 9.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 9.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 9.8 The bid must be signed by an authorized agent or officer of the firm.
- 9.9 Each bidder shall submit with the bid complete manufacturer's description.
- 9.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 9.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

10. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

11. QUALITY TERMS/GUARANTY

The vendor guarantees that the services will be provided as specified and will be performed in a prompt and diligent manner. The guarantee period shall begin on the date of delivery and shall end twelve months later.

12. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a contracting business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting utility equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.

- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions Terms and Conditions, Technical Specifications, and Bid Forms

13. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 13.1 Vendor's labor cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 13.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 13.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 13.4 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

14. PRICES BID

- 14.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all services to the point of delivery.
- 14.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 14.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

15. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

- 16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the

specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

17. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

18. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract.

19. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

20. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Past performance on previous FMPA awards
- Time of Delivery or Schedule

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

23. CLARIFICATION AND ADDENDA

Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same.

However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or via Internet e-mail to bidinfo@fmpa.com, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside of package with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
ATTN: Sharon Samuels

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. RESERVED RIGHTS

28.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by individual zone, or on a line item basis.

28.2 FMPA reserves the right to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

28.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.

28.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

29. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

30. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

31. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

32. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 32.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 32.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 32.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 32.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

33. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

34. INSURANCE REQUIREMENTS

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

35. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

- a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.
- b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.
- c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

36. ACCEPTANCE OF SERVICES

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

37. TERMINATION FOR DEFAULT

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

38. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

39. LIQUIDATED DAMAGES

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

40. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

41. SUSPENSION OF WORK

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

42. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

43. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

44. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

45. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

46. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

47. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original

copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

48. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

49. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

50. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

51. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

52. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

53. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

54. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

55. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

56. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

57. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

58. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

59. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

60. MINORITY BUSINESS UTILIZATION

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely effected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

61. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

62. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

63. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. CONTRACT HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

65. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

66. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

67. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

68. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

69. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

70. PROCUREMENT OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

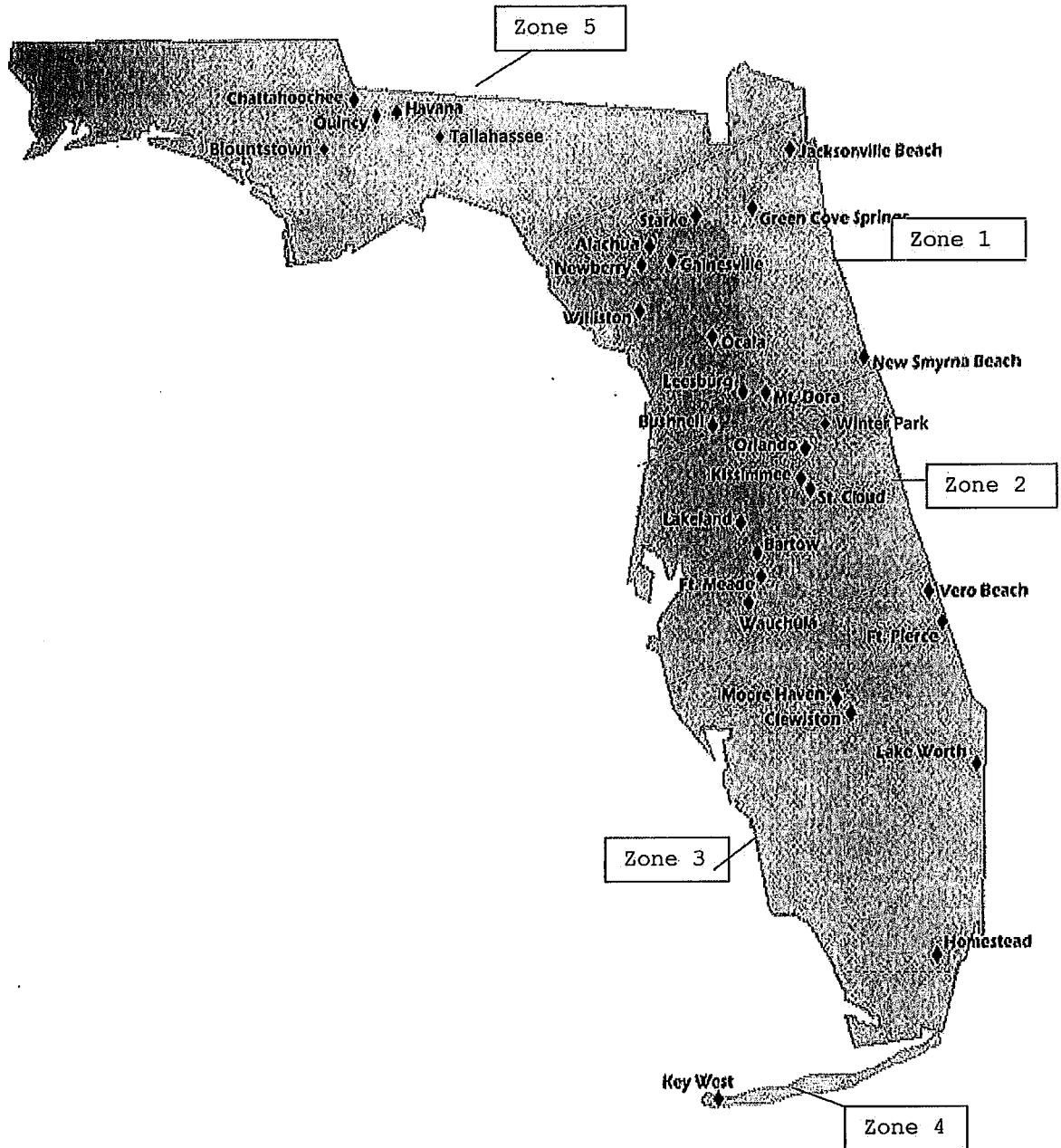
(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

71. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

LOCATION OF FMPA MEMBERS

State of Florida



TECHNICAL SPECIFICATION

FMPS SPECIFICATION FA-SGSM-1
SPECIFICATION FOR
SUBSTATION AND GENERATING STATION MAINTENANCE

1. SCOPE

- 1.1 This specification applies to services related to the inspection, maintenance, testing, repair, and installation requirements for electrical power delivery equipment located in electric power substations and generating facilities. It is the intent of these requirements to ensure that all electrical equipment is operating within industry standards and manufacturer's tolerances, and all work performed follows applicable standards and industry best practices.
- 1.2 Codes, Standards, References and Regulations – The Successful Bidder(s) will comply with all federal, state, county and city codes, standards and regulations.

All work shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
 - National Electrical Safety Code (NESC)
 - National Electrical Manufacturer's Association (NEMA)
 - American Society for Testing and Materials (ASTM)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - National Electrical Testing Association (NETA)
 - North American Electric Reliability Corporation (NERC)
 - National Institute of Standards and Technology (NIST)
 - American National Standards Institute (ANSI)
 - State and Local Codes and Ordinances
 - Insulated Power Cable Engineers Association (IPCEA)
 - Association of Edison Illuminating Companies (AEIC)
 - Occupational Safety and Health Administration (OSHA)
 - Environmental Protection Agency (EPA)
 - Florida Department of Environmental Protection (DEP)
- 1.3 Qualifications of Contractor, Sub-Contractors, and Personnel pertaining to testing functions
- 1.3.1 The Contractor shall be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated.
- 1.3.2 The Contractor shall be regularly engaged in the maintenance and testing of electrical utility equipment devices operating at voltages up to 230kV AC and 125V DC.
- 1.3.3 The Contractor shall use technicians who are regularly employed for electrical diagnostic testing services performed for electrical utilities.

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- 1.3.4 The Contractor shall submit appropriate documentation to demonstrate that it satisfactorily complies with NETA standards and/or manufacturer standards, where applicable.
- 1.3.5 The Contractor shall provide documentation to demonstrate that it holds proper insurance coverage to perform the scope of services provided in this bid specification.
- 1.4 Division of Responsibility
- 1.4.1 FMPA Member shall be responsible for all power switching of equipment and for providing equipment in a ready-to-work condition. The FMPA Member shall provide the testing organization with the following:
- A short-circuit analysis, a coordination study, and a protective device setting sheet, if applicable.
 - The most current set of electrical drawings and instruction manuals applicable to the scope of work relative to the equipment under test.
 - An itemized description of equipment to be inspected, tested or installed.
 - A determination of who shall provide a suitable and stable source of electrical power to each test site.
 - Notification of when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
 - Site-specific hazard notification and safety briefing.
- 1.4.2 The Contractor shall provide the following:
- All field technical services, tooling, equipment, instrumentation, and technical supervision to perform such tests and inspections.
 - Specific power requirements for test equipment.
 - Notification prior to commencement of any testing.
 - A timely notification of any system, material, or workmanship, which is found deficient on the basis of maintenance tests.
 - A written record of all tests and a final report.

2. GENERAL SUBSTATION SITE INSPECTION

2.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance activities:

- Perform perimeter fence safety inspection
- Confirm electrical hazard signs are posted around perimeter and visible to the public
- Perform visual inspection of all insulators and high voltage conductors and connections
- Walk-down entire facility looking for abnormal conditions (alarms on equipment, annunciator lights, relay targets, evidence of animals, oil leaks, growing vegetation, equipment rust, oil level gauges, SF6 pressure gauges, etc.)
- Inspect equipment ground connections.
- Verify site lighting is functional

3. CIRCUIT BREAKER INSPECTION AND MAINTENANCE REQUIREMENTS

3.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required for low and medium voltage circuit breakers:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Inspect operating mechanism
- Check and set all critical adjustments per manufacturer's specifications
- Operational test of breaker using a trip signal to the trip coil via lockout relay or other device
- Perform primary and or secondary current injection test
- Perform timing test
- Verify anti-pump function
- Measure contact resistance
- Measure insulation resistance
- Perform bushing power factor test
- Perform current transformer excitation test
- Check SF6 gas leaks and repair as necessary
- Add SF6 gas as necessary

4. CIRCUIT BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

4.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair or reconditioning as required:

4.1.1 Medium Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary, and control circuits. Open and close timing tests shall be performed
- Each circuit breaker shall be completely disassembled, including the operating mechanism, cleaned of all dirt, rust, or other foreign material. All steel frame parts shall be sand blasted to base metal and painted with high quality rust inhibiting paints while operator components shall be yellow zinc plated. All fits shall be checked and compared to available factory specification and parts shall be repaired or replaced as necessary upon approval.
- Each pole piece shall be removed from the frame and disassembled. All oxidation and corrosion shall be removed from the copper. All copper conductors shall be inspected and re-silver plated.
- All main, arcing, and primary disconnect contacts shall be cleaned and dressed prior to plating. Contact wipe and spring tension shall be tested and set to available factory specifications.
- The molded base of each pole piece will be cleaned, tested, and resealed as appropriate. If necessary, each piece will be baked to remove moisture prior to sealing.
- All parts shall be inspected, and any defective parts shall be replaced upon approval.
- After all parts are reconditioned, the breaker will be reassembled, lubricated, adjusted, and fully tested. Our standard testing includes high current testing as applicable, resistance testing of all contacts, meggering with 1000 volts from line to load, pole to pole, and pole to ground. Customer specified tests shall be included as requested. A full test report will be included with each breaker.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

4.1.2 High Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary and control circuits. Open and close timing tests shall be performed.
- All energized components shall be inspected for evidence of overheating, burning, discoloration, pitting, corrosion, and tracking.
- Arc chutes and phase barriers will be inspected for physical damage, and dried out as needed. Blowout coils will be inspected and coil resistance measurements taken.

- Primary bushings shall be cleaned, inspected, tested.
- All main and arcing contacts shall be inspected, checked for wear and pitting, cleaned, and dressed.
- Control circuit switches, solenoids, relays, motors and wiring shall be inspected for proper operation and insulation resistance tested at 1000 VDC.
- All parts shall be inspected and tolerances shall be measured and compared to manufacturer's specifications then replaced and/or refurbished as appropriate with only manufacturer's parts. No "clone" or fabricated parts will be used.
- The circuit breaker shall be completely disassembled, including the operating mechanism.
- Steel frame parts shall be cleaned, sand blasted, and painted. Steel operator parts will be sand blasted and yellow zinc plated. Conducting members will be tumbled and re-silver plated.
- Breaker will be re-assembled, lubricated, and adjusted to manufacturer's specifications.
- Fully rewire using SIS wiring of like sizing with VW-1 rating.
- Mechanical operator and contact alignment checks shall be performed on both the breaker and operating mechanism including contact wipe, and gap in accordance with manufacturer's specifications and instructions.
- Interlocks, positions indicators, and operation counters will be adjusted and tested for proper operation.
- Breaker will be tested electrically and mechanically for proper operation.
- Perform contact resistance measurements on each phase.
- Perform insulation resistance tests on each pole, phase-to-ground, phase-to-phase, and line to load.
- Perform high potential test on each pole phase-to-phase and to ground.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

5. RELAY INSPECTION AND TESTING REQUIREMENTS

5.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of protective relays as required.

- Perform visual inspection
- Inspect gaskets, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, and contacts on electromechanical relays

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- Verify operation of light-emitting diodes, display, and targets.
- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.
- Perform insulation resistance test on each circuit branch to frame (electromechanical relays only).
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Perform electrical test as needed, per manufacturer's instructions, to verify that each device is operates as expected.
- Calibrate as necessary per manufacturer's instructions.
- Provide written tag on relay that states test date and test personnel.
- Provide "As-Found" and "As-Left" reports

6. METER INSPECTION AND TESTING REQUIREMENTS

6.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Perform visual inspection
- Verify meter connections are in accordance with meter and relay diagram
- Take voltage and current phasor measurements
- Test meter accuracy utilizing an independent source
- Calibrate as necessary

7. METAL CLAD BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

7.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair (or reconditioning) procedures as required:

- Replace and re-pitch of primary disconnect bottles
- Repair and recondition of racking mechanisms
- Repair and recondition of operating mechanism
- Replace vacuum bottles
- Replacement of current transformers, potential transformers, and control power transformers
- Clean bus and insulation
- Adjust torque
- Replace insulation components

8. POWER TRANSFORMER INSPECTION, MAINTENANCE, AND REPAIR REQUIREMENTS

8.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Check condition of desiccant
- Add nitrogen as necessary
- Record LTC position and counter reading
- Test cooling fans in manual operation
- Perform oil dielectric test
- Perform TTR test
- Perform DC winding resistance test
- Perform core demagnetization
- Measure leakage reactance
- Perform power factor tests
- Perform exciting current test
- Perform CT Excitation Test
- Perform test on sudden pressure relay

9. CIRCUIT SWITCHER AND DISCONNECT SWITCH INSPECTION AND MAINTENANCE REQUIREMENTS

9.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Perform operational test in manual and motor operated mode
- Lubricate all mechanical critical points as necessary
- Lubricate electrical contact surfaces as necessary
- Check the tightness of fasteners on current carrying parts
- Ensure proper switch alignment and adjust as necessary
- (Circuit switcher only) Perform DC resistance measurement across interrupter in open and close positions
- Perform DC resistance values for entire current carrying path

10. RECLOSER INSPECTION AND MAINTENANCE REQUIREMENTS

10.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Test battery
- Download stored data and provide information
- Perform timing test
- Perform operational test

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11. DC CONTROL CIRCUITRY INSPECTION AND TESTING REQUIREMENTS

11.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance procedures as required:

- Verify trip coils operates breaker or other interrupting device
- Verify proper operation of lockout devices and auxiliary relays
- Verify trip circuit paths from the relay to lockout devices and all trip coils
- Provide detailed list indicating all paths that have been verified. An acceptable method would be a DC schematic provided by the Member with mark-ups indicating all trip paths that have been successfully tested. Any portions not tested shall be marked accordingly.

12. PROTECTION COMMUNICATION SYSTEMS INSPECTION AND TESTING REQUIREMENTS

12.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Verify that the communications system is functional
- Verify that the communications system meets performance criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate).

13. INSTRUMENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

13.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inspect physical condition.
- Verify correct connection of transformers with system requirements.
- Verify that adequate clearances exist between primary and secondary circuit wiring.
- Verify the unit is clean.
- Verify all required grounding and shorting connections.
- Verify that current and voltage signal values are provided to the protective relays.
- Measure the primary and secondary currents and voltages and calculate the ratio. Ensure that calculated ratio is within expected tolerance. Where the primary voltage or current quantity cannot be measured with a test device, utilize an independent instrument transformer to obtain the primary value.
- Ensure the secondary current and voltage phase angles are within tolerance of expected values.

14. CURRENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

14.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inject currents at the source of each current transformer verify each device with a clamp-on ammeter to confirm that the current transformer strings are connected in accordance with the prints.
- Simulate actual load current and fault current operation of the substation electrical systems by injecting appropriate currents in the CT current. Verify proper operations of relays, meters, and other instruments.
- Measure and record the burden of each connected CT.
- Ensure that current signal reaches all relays and other instruments in accordance to prints.

15. POTENTIAL CIRCUIT TESTS

15.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Pull fuses from CCVT or PT junction boxes and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks. Check for proper voltages at all relays, instruments, switches, etc., to verify that the potential circuit is connected in accordance with the prints.
- Measure and record the burden of each potential circuit.
- Ensure that voltage signal reaches all relays and other instruments in accordance to prints.

16. BATTERY TESTING AND CHARGER REQUIREMENTS

16.1 The Contractor shall provide all necessary personnel and equipment to perform battery testing as required.

- Perform visual inspection on battery bank and charger
- Inspect condition of battery rack
- Verify electrolyte level and top off as necessary
- Verify charger AC current and voltage
- Test DC voltage
- Check charger output current and voltage
- Measure float current
- Check for unintentional grounds
- Check for evidence of corrosion on terminals
- Verify the annunciator and alarm circuit.
- Check all terminal connection torque and adjust as necessary
- Measure pilot cell voltage, specific gravity and electrolyte temperature
- Measure intercell/intracell resistance tests (after checking torque)
- Measure individual cell voltage

SGSM - 9

- Replace the charger filter capacitor per manufacturer recommendation

16.2 When FMPA Member requests a capacity test, the Contractor and Member will agree which party will be responsible for providing a temporary DC supply. Capacity tests shall conform with applicable IEEE standard.

17. ANNUNCIATOR TESTS

17.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Check each annunciators input by closing or opening the trouble contact.
- Check all annunciator lamps, alarm, cutoff and reset operation.
- Verify operation of all auxiliary repeater contacts.

18. SCADA EQUIPMENT

18.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Visually inspect all equipment for damage and proper connection.
- Test SCADA communication over all communication systems.
- The SCADA system shall be functionally checked from Master Station to Remote Terminal Units to end device. All control, indication, alarm, and analog points shall be tested by initiating alarm contacts, trips and close commands and verifying analog inputs from transducers and other devices. All analog inputs shall be checked at 0, 25, 50, 75, and 100 percent of scale.
- Perform all manufacturer's recommended functional and operational tests to assure correctness of operation and equipment.

19. MINERAL OIL SERVICES

19.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform lab analysis in accordance with applicable IEEE standard.
- Filter oil to remove acids, dirt, dissolved gases, moisture and restore oil back to optimal performance specification.
- Add oil to bring level back to recommended level.

20. INSTALLATION AND REPLACEMENT OF EQUIPMENT

20.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Like-for-like replacement of any equipment covered in this specification.

- Installation of new equipment specified by FMPA Member where engineering drawings are provided by FMPA Member or are otherwise not required. Equipment may include items such as lightning arrestors, insulators, bus-bar, capacitor banks, wave traps, CCVTs.

21. LIVE LINE INSULATOR WASHING

21.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Wash insulators on energized equipment at voltages up to 138kV utilizing demineralized water
- Water shall be provided by the Contractor

22. SAFETY AND PRECAUTIONS

22.1 Safety practices shall include, but are not limited to, the following requirements:

22.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.

22.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.

22.1.3 Applicable state and local safety operating procedures.

22.1.4 Owner's safety practices.

22.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

22.2 A safety lead person shall be identified prior to commencement of work.

22.3 A safety briefing shall be conducted prior to the commencement of work.

22.4 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

23. TEST EQUIPMENT

23.1 The testing organization shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated.

23.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.

- 23.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)
- 23.4 Dated calibration labels shall be visible on all test equipment.
- 23.5 Records, which show date and results of instruments calibrated or tested, must be kept current.
- 23.6 Calibrating standard shall be of higher accuracy than that of the instrument tested.

24 ADDITIONAL EQUIPMENT

If heavy equipment or additional items (not accounted for in Contractor's bid pricing) are required to perform the scope of work, the cost of such items or equipment will require Participating Member(s) approval.

25 SUBMITTAL OF REPORTS

25.1 The report shall include the following:

25.1.2 A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.

25.1.3 All relevant test data. Where applicable, each value shall be labeled with a "pass" to indicate where values are acceptable or within tolerance, or "fail" to indicate otherwise.

25.1.4 A summary listing of problems or marginal conditions discovered, whether these items were corrected or still existed at completion of testing, and how corrected or recommendations for corrections (as applicable). Include comments or recommendations regarding any applicable concerns.

25.1.5 Document all "as found" and "as left" settings and adjustments.

25.2 The final report shall be completed and submitted to the substation or generating facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.

25.3 The final report shall be submitted both in hard copy and an electronic version.

26 BID SUBMISSION REQUIREMENTS

26.1 In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit::

26.1.2 A list of references with emphasis on work for electric utilities in the state of Florida. Please provide contact information for these references.

- 26.1.3 General description of test equipment to be used, including manufacturer and model number.
- 26.1.4 Resumes or qualifications of key personnel who will be performing tests, inspections, repairs and installations. This will include the documentation referred to in Section 1.3.4 indicating compliance with NETA and/or manufacturer's standards and licenses and certifications.
- 26.1.5 Identification and qualification of subcontractors. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications. If, after award of the bid, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from the FMPA Member(s).
- 26.1.6 Support requirements for on-site testing repairs.
- 26.1.7 Proof of Insurance coverage *(See Section 34 on Pg. TC-10).*

26.2 The Bid Form contains the following cost items:

- 26.2.2 Mileage rate and estimated distance to each participating city
- 26.2.3 Travel rate and estimated travel hours to each participating city
- 26.2.4 Cancellation charges
- 26.2.5 Breakdown/setup costs
- 26.2.6 Per diem rate for overnight stay
- 26.2.7 Material mark-up rate
- 26.2.8 Storm/Emergency related response rates
- 26.2.9 Hourly costs (straight time/overtime/premium) for technicians and electricians
- 26.2.10 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____	Dated _____
Number _____	Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)		Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city .							
Mileage rate (\$ per mile)		Bid Form - Substation and Generating Station Maintenance Services	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.		
Travel Rate (\$ per hour per man)										
			ZONE 2	City of Bartow	City of Wauchula					
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____			ZONE 3	City of Clewiston	City of Homestead					Ft. Pierce Utilities Authority
			ZONE 4	Keys Energy Services						
Miscellaneous Charges:	Charge (\$)		Comments:							
Charge if work is cancelled prior to mobilization										
Charge if work is cancelled after mobilization										
Breakdown and setup costs										
Per diem rate if overnight stay is required										
Mark-up rate for materials										
Storm/Emergency-related response rate										
Additional charges (please provide explanation)										

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician			
Overtime Hourly Cost for Technician			
Premium Hourly Cost for Technician			
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician			
Overtime Hourly Cost for Electrician			
Premium Hourly Cost for Electrician			

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that _____ 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 1893 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.

Vendor's Signature

Date

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

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference FMPA ITB # 2019-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2019-034, August 2019, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____

Signature

Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

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

(To be signed in the presence of a notary public or other officer authorized to
administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by
me first duly sworn, made the following statement:

1. The business name and address of _____
[name of bidder or contractor]

is _____.

2. My relationship to _____
[name of bidder or contractor]

is _____

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the _____ day of _____, 20____.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name



Thanks for your interest in serving our Members.

**AMENDMENT 1 TO PIGGYBACK AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND
SOUTHERN SWITCH & CONTACTS SERVICES, INC.**

THIS AMENDMENT 1 is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757 (City), and Southern Switch & Contacts Services, Inc., 855 Virginia Avenue, Palm Harbor, Florida 34683 (Contractor) and shall modify the terms and conditions of that Piggyback Agreement between the parties, executed on the 19th day of November, 2019 (Agreement).

WHEREAS, in accordance with the Agreement, the Contractor is providing substation and generating station maintenance services to the City stemming from that Cooperative Contract with Florida Municipal Power Agency, dated September 6, 2019; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Contractor agree as follows:

1. Section 1, Term, of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 1. TERM.

The term of this Agreement shall be extended from year to year as mutually agreed by the parties without further written instrument, as long as the Substation and Generation Station Maintenance Service solicitation issued by Florida Municipal Power Agency remains valid and so long as no other terms or conditions of the Agreement are changed. In the event of revisions to any of the other terms and conditions of the Agreement, a written amendment, executed by both parties, shall be required.

2. All other terms and conditions of the Agreement not amended hereby, shall remain in full force and effect, and to the extent of any conflict between this Amendment 1, or any exhibits attached hereto, and the Agreement, or any exhibits thereto, this Amendment 1, and its exhibits, shall prevail.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST, MAYOR

ATTEST:

JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen, City Attorney

SOUTHERN SWITCH & CONTACTS
SERVICES, INC.

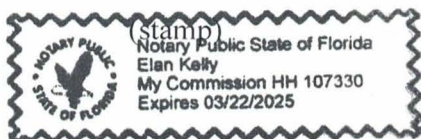
Matthew Emmons

Print: Matthew Emmons

Title: Director of Engineering

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Matthew Emmons, as Director of Engineering, of Southern Switch & Contacts Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 1 day of October, 2021.



Elan Kelly
NOTARY PUBLIC, State of Florida



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of Amendment 1 to the Piggyback Agreement with Flo Power LLC for Substation and Generating Station Maintenance Services.

Introduction:

This is a request for City Council to approve Amendment 1 to the Piggyback Agreement with Flo Power LLC. This is based on the extension of Florida Municipal Power Agency (FMPA), Substation and Generating Station Maintenance Services award Bid ITB#2019-034.

Discussion:

On December 19, 2019, Council approved Resolution 2019-181 of FMPA issued ITB#2019-034, for regional substation maintenance services, and identified Flo Power, LLC as meeting the specification requirements for regional support to maintain the Mount Dora Substation.

This Amendment extends this agreement and updates current pricing with an increase of 12% on all labor and equipment rates. Mileage rate, per diems, and mark-ups on purchased or rental tools and equipment will remain the same. This renewal period will extend services for the next year and is set to expire on October 31, 2022.

The City substation has three large transformers with bus work, protective relays, breakers, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that proper maintenance of substation equipment is performed periodically to ensure excellent and reliable service for our customers.

Budget Impact:

The approved Electric Division Budget for Fiscal Year 2021-2022 includes \$23,000 for Substation maintenance and testing, account # 410-5314-534.00-00 and an additional \$350,000

in the Capital Improvement Plan for unexpected repair and or replacement of failed equipment in account # 415-5555-563.00-00.

Strategic Impact:

Infrastructure – This contract renewal is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

Recommendation City Council approve Amendment 1 to the Piggyback Agreement with Flo Power LLC for substation maintenance services

Attachment(s):

1. ATTACHMENT #1 FMPA Award Extension Status 2021 ADA (1)
2. ATTACHMENT #2 Reso No. 2019-181 EXECUTED Substation Maintenance Services FMPA Flo PowerLLC and Southern Switch & Contact Services, Inc.
3. Amendment 1 - Flo Power.Substation Maintenance Services.SGS.Signed

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director
Steve Langley, Electric Utility Director
John McKinney, Finance Director
Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 10/5/2021

Approved - 10/5/2021

Approved - 10/5/2021

Approved - 10/12/2021

Approved - 10/13/2021

Approved - 10/13/2021

Final Approval - 10/13/2021

ATTACHMENT #1



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

July 22, 2021

To: FMPA Members
From: Sharon Samuels
Re: Status of the Substation & Generating Station Maintenance Services Award
Bid ITB# 2019-034

The Provision of Substation & Generating Station Maintenance Services Bid award extension is scheduled to expire October 31, 2021. According to the FMPA Terms & Conditions, the bid award may be extended annually by mutual consent.

Electric Power Systems International, Flo Power, LLC; and Southern Switch & Contacts have been contacted to determine their interest in extending the bid award for an additional year. Electric Power Systems International, Flo Power, LLC, and Southern Switch & Contacts have agreed to extend their terms and prices for an additional year.

Flo Power, LLC and Electric Power Systems International has requested price increases in accordance with Paragraph 13 (escalation/de-escalation) of the Terms and Conditions section of the bid to offset increasing costs:

Flo Power LLC, will implement an across the board price increase of 12% on all labor and equipment rates. Mileage rate, per diems, and mark-ups on purchased or rental tools and equipment will remain the same.

Electric Power Systems International proposed increases on labor and equipment rates. Their new pricing is attached.

All other aspects of the bid remain the same. Your options right now are to either:

- 1) Agree to extend with the awarded bidders, or
- 2) Re-issue the bid.

If we extend this award for an additional year, the extension will expire on October 31, 2022.

Please contact me NO LATER THAN July 29th with your preference.

If you have any questions regarding this bid extension opportunity, please feel free to contact me.

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)	Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city .						
Mileage rate (\$ per mile)	.0	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)	\$120.00		483	483	483	0	0	
		ZONE 2	City of Bartow	City of Wauchula				
			362	483				
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. N/A		ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
			725	1,023				483
		ZONE 4	Keys Energy Services					
			1691					
Miscellaneous Charges:	Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization	\$0	Travel rates above are round trip per person. Crew makeup will be determined						
Charge if work is cancelled after mobilization	T&M Rates	by job specific factors including schedule and safety requirements.						
Breakdown and setup costs	T&M Rates	Jobs lasting two weeks or longer will incur travel charges every two weeks per						
Per diem rate if overnight stay is required	GSA Rates	person.						
Mark-up rate for materials	10%	GSA Rates for lodging and per diem. https://www.gsa.gov/travel/plan-book/per-						
Storm/Emergency-related response rate	OT Rates	diem-rates/per-diem-rates-lookup						
Additional charges (please provide explanation)	NA							

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	\$140		
Overtime Hourly Cost for Technician	\$187		
Premium Hourly Cost for Technician	\$187		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	\$120		All of our equipment technicians are NETA certified
Overtime Hourly Cost for Electrician	\$158		We are submitting the rates of our equipment technicians for
Premium Hourly Cost for Electrician	\$158		the electrician category.

ATTACHMENT #2

RESOLUTION NO. 2019-181

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO SUBSTATION MAINTENANCE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE PIGGYBACK AGREEMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora Electric Department maintains a substation for the health, safety and welfare of its customers; and

WHEREAS, it is critical to the proper function of the substation that regular maintenance activities be performed; and

WHEREAS, Florida Municipal Power Association (FMPA) competitively solicited and negotiated agreements with Flo Power LLC and Southern Switch & Contact Services, Inc., for Substation and Generating Station Maintenance Services through ITB#2019-034; and

WHEREAS, the City of Mount Dora desires to enter into contracts with Flo Power LLC and Southern Switch & Contact Services, Inc., under the same terms and applicable conditions as that agreement executed with FMPA; and

WHEREAS, Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by FMPA and agreement resulting therefrom; and

WHEREAS, pursuant to the City's Purchasing Policy, "piggyback" purchases and contracts are permitted; and

WHEREAS, the City has determined that in this circumstance, entering into cooperative purchase agreements with Flo Power LLC and Southern Switch & Contact Services, Inc., is the most economically advantageous way for the City to procure this service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of and Authorization to Execute Piggyback Agreements.

- A. The Agreement, between the City of Mount Dora and Flo Power LLC, attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.
- B. The Agreement, between the City of Mount Dora and Southern Switch & Contact Services, Inc., attached hereto as **Exhibit "B"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the cooperative purchase agreement related to substation maintenance services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

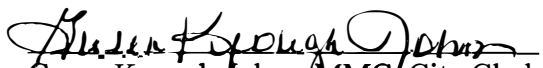
PASSED AND ADOPTED this 19th day of December, 2019.



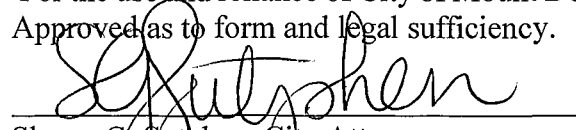
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Gwen Keough-Johns, MMC, City Clerk



Sherry G. Sutphen, City Attorney

Exhibit “A”
to Resolution 2019-111
Piggyback Agreement for Substation Maintenance Services
between City of Mount Dora and Flo Power LLC

Exhibit "B"
to Resolution 2019-111
Piggyback Agreement for Substation Maintenance Services
between City of Mount Dora and Southern Switch & Contact Services, Inc.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32575, hereinafter referred to as the "CITY", and Flo Power LLC, 14550 SE 139th Lane, East Lake Weir, Florida, 32133 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Substation and Generating Station Maintenance Service solicitation issued by Florida Municipal Power Agency on behalf of the City of Mount Dora and other participating municipalities and accepted the CONTRACTOR, on September 23, 2019 attached hereto as **Composite Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract"; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and pursuant to Section 8, of the Cooperative Contract may be extended for additional (1) year periods in the best interest of the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Composite Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street
Mount Dora, Florida 32575
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Flo Power LLC
Attention: Harry M. Dansby
14552 SE 139th Lane
East Lake Weir, Florida 32133
mike@flopowerllc.com

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between this Agreement or any CITY issued purchase order and the terms and conditions of Exhibit A attached hereto, the terms and conditions of this Agreement or any CITY issued purchase order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this 19 day of Nov, 2019.

CITY OF MOUNT DORA

Cathy Hoechst
Cathy Hoechst, Mayor

ATTEST:

Gwen Keough-Johns
GWEN KEOUGH-JOHNS/MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
Sherry G. Sutphen, City Attorney

CONTRACTOR

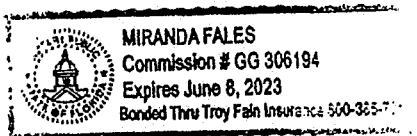
Harry M. Darsby (Manager)
Print: Harry M. Darsby
Title: Manager

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was executed before me this 19 day of November
2019, by Harry Darsby, as Manager of Flo Power LLC, who
personally swore or affirmed that he/she is authorized to execute this Agreement and thereby
bind the Contractor, and who is personally known to me OR has produced
Drivers License as identification.

(stamp)

Miranda Fales
NOTARY PUBLIC



Composite Exhibit "A"
Cooperative Contract with
Flo Power LLC
From solicitation issued by Florida Municipal Power Agency

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 2 % for payment made within 10 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____
Number _____ Dated _____

Respectfully submitted:

Company Name: Flo Power LLC

Signature: Harry M. Dansby
(Authorized Representative)

Harry M. Dansby
(Type or Print Name of Signer)

Address: 14552 SE 139th Lane
East Lake Weir, FL 32133

E-Mail Address: mike@flopowerllc.com

Telephone Number: 352-817-0654

Toll Free Number: N/A

Date: 9/23/19

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)		Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city:						
Mileage rate (\$ per mile)	.58		ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)	31.75			312.00	236.90	161.80	156.00	242.70	
			ZONE 2	City of Bartow	City of Wauchula				
				317.80	392.90				
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____			ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
				577.90	832.20				441.20
			ZONE 4	Keys Energy Services					
				1219.30					
Miscellaneous Charges:	Charge (\$)		Comments:						
Charge if work is cancelled prior to mobilization	0		* Assumes mobilization costs have been paid ** Per night, per crew member						
Charge if work is cancelled after mobilization *	0								
Breakdown and setup costs	165.00								
Per diem rate if overnight stay is required **	200.00								
Mark-up rate for materials	16%								
Storm/Emergency-related response rate	1.5%								
Additional charges (please provide explanation)	N/A								

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	115.00		
Overtime Hourly Cost for Technician	172.50		
Premium Hourly Cost for Technician	230.00		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	74.00		
Overtime Hourly Cost for Electrician	100.00		
Premium Hourly Cost for Electrician	112.50		

BF - 3

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

FLO Power LLC 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 1893 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.

Harry M. Dandy
Vendor's Signature

9-23-2019
Date

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

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

X We DO NOT take exception to the Bid Specifications.

 We TAKE exception to the Bid Specifications as follows:

Company Name: FLO Power LLC

By: Harry M. Dansby
(Authorized Person's Signature)

Harry M. Dansby (Manager)
(Print or type name and title of signer)

Company Address: 14550 S.E. 139th Lane, East Lake, FL

Telephone Number: (352) - 817-0654

Toll Free Number: N/A

Fax Number: N/A

Date: 9-23-2019

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

AOC - 1

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, FLO Power LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Harvey M. Danshy
Signature of Contractor's Authorized Official

Harvey M. Danshy (Manager)
Name and Title of Contractor's Authorized Official

9-23-2019
Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Harry M. Dansby
Signature of Contractor's Authorized Official

Harry M. Dansby (Manager)
Name and Title of Contractor's Authorized Official

9-23-2019
Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at East Lake Weir, FL this 23rd day of September, 2019.

Proposer Flo Power LLC

By Harry M. Dansby
Signature

Harry M. Dansby
Printed or Typed Name

Title Manager

Complete Business Address of Proposer: 14550 SE. 139th Lane
East Lake Weir

State of Incorporation Florida

Complete Address of Principal Office 14550 SE. 139th Lane, East Lake Weir
Florida 32133

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Harry M. Dansby, 14550 SE. 139th
Lane East Lake Weir, FL 32133 (352-817-0654)
P.O. Box 65, East Lake Weir, FL 32133

Telephone (352) 817-0654

Fax N/A

E-Mail mike@flopowerllc.com

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

(To be signed in the presence of a notary public or other officer authorized to
administer oaths.)

STATE OF FL.

COUNTY OF Marion

Before me, the undersigned authority, personally appeared Harry M. Pansby, who, being by
me first duly sworn, made the following statement:

1. The business name and address of Flo Power LLC.
[name of bidder or contractor]

is 14550 SE 139th Lane East Lake Weir, FL 32133

2. My relationship to Flo Power LLC.
[name of bidder or contractor]

is Manager Harry M Pansby
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

AOC - 5

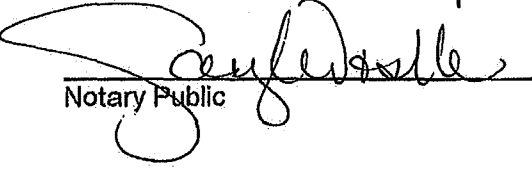
7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

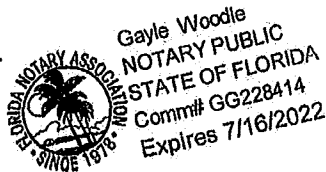
[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the 25 day of September, 2019.


Notary Public

(Affix Seal)



7-16-2022
My Commission Expires

Gayle Woodle
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

FLO Power LLC
Firm

9-23-2019
Date

Harry M. Dansby
Authorized Signature

Manager
Officer Title

Harry M. Dansby
Printed or Typed Name

BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.2 – REFERENCES

1. City of Clewiston: Lynn Myla (678) 200-8707, Mike Cox (863) 228-0284
2. US Sugar: Bob Myer (863) 228-1131
3. City of Leesburg: David Thomas (352) 516-7211
4. Withlacoochee Electric: Kelley G. Looper (352) 398-6338
5. Sumter Electric: Ron Summers (352) 342-7024
6. Beaches Energy: Matt Cambell (904) 233-9253
7. Clay Electric: Gary Bonner (352) 235-1712

BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.3

Doble Power-factor M4100

Doble DTA Software

Doble SFRA

Doble TX Turns Ratio Tester

Doble Current TX Tester

Doble Circuit Breaker Analyzer

Doble TX Winding Resistance Tester

Doble Vacuum Bottle Tester 75KVDC

Doble MTS 5100 Relay Test Set

Doble MTS 2000 Transducer Tester

Doble MTS-1010 Portable Multi-function Power Meter

Doble 61850 Test Software

RESUME

Harry M. Dansby

14550 SE 139th Avenue

East Lake Weir, FL 32133

352.817.0654

PROFESSIONAL WORK EXPERIENCE:

7-15-19 to present day, Owner and manager of Flo Power LLC. Power substation Construction and maintenance service provider.

2016 to 7-15-19: Southern Switch and Contacts, 855 Virginia, Ave. Palm Harbor, FL 32683.

Field Services Manager.

Brought on to the team at Southern Switch and Contacts, for the purpose of developing a field services group. My core responsibilities include, marketing of field services to electric power companies (IOU's, COOP's, Municipals and Private) throughout our target service area.

Coordinate with the customers the daily services. Coordinate the services team labor and equipment provisions. Supervise equipment and construction activities. Perform technical field services on power transformers, load tap changers (LTC's), high voltage circuit breakers, motor operated switches, and other power substation equipment as needed.

Attend pre- bid meetings and bid openings. Evaluate request for quote(RFQ) documents.

Prepare quotes and quote documents to be presented to the customers.

2015 to 2016: Transformer services lead, for Tampa Armature Work's Technical Field Services division. 5070 Swindell Rd., Lakeland FL 33810.

RESUME

Employed by TAW, Inc. with the intended responsibilities of developing a power equipment services division to provide field services for electric utilities and industrial customers. This opportunity was short lived due to TAW's reluctance to purchase the servicing equipment needed to perform on a professional level and provide consistent quality service.

2012 to 2015: Manager of Energy Equipment Services for Elite Construction of Ocala,

Elite Construction of Ocala, Inc.

2240 North Pine Avenue

Ocala, FL. 34475

Elite Construction of Ocala, Inc. Specializes in turnkey power substation construction services.

As manager of the Energy Equipment Services Division, My responsibilities ranged from specifying and procurement of power transformer service equipment. Evaluating as well as hiring, training and developing technically proficient employees for the assembly, repair, vacuum dehydration and oil processing of large power transformers and load tap changers. My operations responsibilities include the competitive bid preparation, transformer assembly, processing, repair and testing documentation development. Personnel, fleet, and compliance management.

2010 to 2012: Manager of Business Development for EHV Consulting, Inc.

A.D. Waller, Inc. & EHV Consulting, Inc.

11975 S. Williams Street

Dunnellon, FL 34432

A.D. Waller, Inc. and EHV Consulting, Inc. specialize in construction and Safety, oversight/inspection and Safety training services for the electric utility industry.

As Manager of Business Development, I was responsible for promoting and marketing both companies and our services to various electric utility companies, electrical cooperatives and

RESUME

municipalities in the eastern United States. Major accomplishment was the award of a multi-million dollar contracts with Progress Energy Services, LLC as well as Southern Company, (Alabama Power, Georgia Power, Mississippi Power and Gulf Power); providing oversight and inspection services in North and South Carolina, Alabama, Georgia, Mississippi, and Florida. Pending contracts include: Santee Cooper of South Carolina, and South Carolina Gas and Electric in Columbia, South Carolina.

Oversight of the company's contracts, professional relationships, financial reports, and scheduling of personnel were included in my responsibilities.

In addition, EHV Consulting, Inc. provides Safety Training and Oversight for electric utilities and private contractors for this specialized industry. I developed and supervised a team of certified instructors that develop and deliver this training.

2005 to 2010: Owner and President of Winston, Heath and Jones, LLC; Rural Preservation Group, LLC; Eaton's Beach Restoration Group, LLC; and 484 Land Corporation

These companies were commercial and residential real estate development companies involved in the holding and development of raw undeveloped real estate; along with the ownership and management of existing residential and commercial assets. The eventual demise of these companies occurred due to unavoidable circumstances and the collapse of the real estate markets in 2008.

RESUME

2003 to 2005: Project Manager Elite Construction and Wilcox Construction

Provided project management and supervision in the construction of various power substations for Disney, Reedy Creek, and Orlando Utilities.

Oversight and project management for the construction of the Citrus County Waste Management Facility.

2000 to 2003: Field Project Coordinator Progress Telecom (Outside Plant Construction)

Coordinated and managed the field activities associated with the development of a 400 mile section of an international fiber optic, voice and data communication infrastructure.

Coordinated and inspected all underground infrastructure construction activities which included field design, permit acquisition, municipality, State Department of Transportation, railroad, power line right-of-way; along with material and contractor procurement coordination and contract administration.

Coordinated and managed the construction of the fiber optic regeneration facilities and infrastructure which included site development, building construction, last mile fiber construction and installation, primary and backup power source construction and installation (A/C and D/C), installation of fire extinguishing equipment (wet and dry), and communication equipment installation from OC48 and light wave multiplexing equipment to GPS timing establishment.

1993 to 2000: Substation Construction Inspector and Field Project Manager for
Progress Energy Florida

Prepared engineered substation construction projects for the bid process.

Conducted field bid offerings and coordinated pre-bid meetings to clarify bid and construction expectations of contractor constructed substation projects.

Evaluated bid documents and pricing for the contract administration of substation construction projects.

RESUME

Coordinated and inspected contractor constructed substation infrastructure which included scheduling of materials and construction activities from land clearing to energizing and commissioning.

Extensive knowledge and experience in all aspects of industrial electrical infrastructure, and civil construction associated with the development and construction of power substations.

1980 to 1993: Florida Power Corporation, Substation Construction.

Professional activities and progression:

1980 to 1983: Entry level Helper: Assisted Apprentice and Journeymen Electricians as a laborer in the construction of power substations within the Florida Power infrastructure.

1983 to 1987: Apprentice Electrician: Progress Energy Florida merged with Florida Power Corporation during this time as I worked as an Apprentice Electrician in Substation Construction. I was assigned to work on the then, newly formed high voltage equipment installation and servicing crew. This Opportunity exposed me to the technical aspects of assembly processing and testing of large power transformers and circuit breakers.

1987 to 1993: Journeyman Electrician: Progress Energy Florida, Substation construction. Assisted and lead crew members in the daily activities associated with the construction of power substations. Duties included: installing and testing ground field, erecting structural steel and towers, building and adjusting switches (manual and motor operated), control wiring of electric equipment and relay control buildings, assembly and installation of high voltage equipment, the transporting, delivery, inspection, assembly, processing, testing, and commissioning of power transformers from 12kv to 500kv. Transmission, GSU and distribution, as well as high voltage circuit breakers, VCB, OCB, ATB, and SF6 gas 12kv to 500kv.

RESUME

EDUCATION AND PROFESSIONAL TRAINING

Graduated from Lake Weir High School in Candler, Florida - 1980

Continue Education: CSI Civil construction Practices.

Utility Training:

Leadership Management Training

Time Management (Covey)

Blueprint Reading

Trouble Shooting

Basic Electronics

Electric Theory B1-7

Principles of Surveying and Mapping

Live Line Bare Hand up to 115kv.

Certified Crane Operator - up to 50 ton

Basic Rigging

Fork Lift Operator

Hazardous Materials

Hazardous Woper

Human Performance Improvement

CDL Driver's License - Class A

OSHA 10

CPR/First Aid

AED Blood Bore Pathogens.

SAFETY TRAINING.

- *First Aid/CPR/AED/
Blood Borne
Pathogens
- *OSHA 10
- *Excavation &
Trenching Competent
Person
- *Confined Space Entry
- *Fall Protection
- *Crane Safety in
Construction
- *Rigging Safety for
Construction
- *Welding Safety
- *Compressed Gas
Cylinders Safety
- *Slip, Trips and Falls in
Construction
- *Aerial and Scissor Lift
Safety
- *Personal Protective
Equipment Training
- *Ladder Safety
- *Electrical Safety
- *Back Safety
- *Eye Safety
- *Hearing Conservation
- *Respiratory Safety
- *Scaffolding Safety
- *Workplace Fire Safety
Training

WILLIAM TRAVIS JONES

24724 EAST HIGHWAY 316, SALT SPRINGS, FLORIDA 32134

904-775-6129

TRAVIS@FLOPOWERLLC.COM

EXPERIENCE

1998-2009

APPRENTICESHIP- CAMDEN ELECTRIC, OCALA, FLORIDA

Four year apprenticeship at Florida Association of Electrical Contractors

Received Journeyman's' License in 1999

2009-2010

JOURNEYMAN/ FOREMAN, TRI- CITY ELECTRIC, ALTAMONTE SPRINGS, FLORIDA

Malcolm Randal, VA Hospital, Gainesville Florida

2010-2011

JOURNEYMAN/ FOREMAN, QUINCO ELECTRIC, WINTERPARK, FLORIDA

VA Hospital, Lake Nona Florida

2011-2017

JOURNEYMAN, ELITE CONSTRUCTION, OCALA, FLORIDA

Duke Energy Substation, new builds and maintenance, breaker change-outs and maintenance and transformer maintenance

2017-2019

JOURNEYMAN/ FOREMAN, SOUTHERN SWITCH AND CONTACT, PALM HARBOR, FLORIDA

Sub-Station Build-outs and maintenance, transformer maintenance, new install

EDUCATION

MAY, 28, 1988

LOCAL DIPLOMA, NORTH MARION HIGH SCHOOL

3.79

RECEIVED JOURNEYMAN'S' LICENSE IN 1999

Florida Association of Electrical Contractors

FOUR ELECTRICAL APPRENTICESHIP

S.D. MEYERS FUNDEMENTAL OF TRANSFORMERS, 2014

Wilkey Pierre

(954) 638-5163

Wpierre85@yahoo.com

A results driven professional with over 15 years of extensive experience in the hands-on maintenance, troubleshooting, and repair of electronic and electrical equipment. Seeking an engineering position where my experience, and education will positively impact company performance and profitability while providing personal and professional growth.

QUALIFICATIONS

- Experienced with Microsoft Office
- Experience with Windows 2000, XP, Vista and Windows 7 operating systems and Mac OS 10.6
- Valid Florida driver's license
- AutoCAD/ Draftsight
- Fork/ Scissor lift license
- Alien brain

EXPERIENCE

Supervising/Teaching

- Manage projects with a team of 30 coworkers
- Provide Customer with quality service
- Application sales engineer
- Able to pass prior experience to others
- Inspected quality of electrical and electronic equipment for proper maintenance done and correct operation of equipment.
- Organized priorities to meet daily production needs.
- Delegated subordinates to perform different tasks to enhance production.

Maintenance

- 10+ years of Doble testing including: power factor testing and analyzing, excitation testing, C1 & C2 bushing testing and analyzing, PT testing, CT testing, insulation resistance testing, (SFRA) sweep frequency testing, turn to turn ratio testing (TTR), winding resistance testing, and contact resistance testing,.
- 10+ years of up to 27kv breakers and contact testing, troubleshooting, and repairs.
- 10+ years of distribution and power transformer testing and troubleshooting.
- 10+ years maintaining, installing, and troubleshooting electronic equipment such as lighting, computer components, running wire and cable through conduit, and replacing a variety of hardware used.
- 10+ years of experience maintaining, troubleshooting and testing control panel equipment.
- 11+ years of experience building and designing control panel circuits

Wilkey Pierre

- Knowledge and experience using different types of tools and equipment to test troubleshoot and repair electrical and electronic equipment such as: common hand tools, oscilloscopes, multimeter, frequency generator, megger up to 10KV, hipot, spectrum analyzer and other specialized tools.
- Proficient in using electrical schematics, diagrams, and technical manuals and drawings to build and troubleshoot and repair/upgrade various types of electrical and electronic equipment.
- 5+ years of experience soldering various electrical and electronic components.
- Experience in electrical power distribution (120V/240V/480V,5KV,10KV,13KV) throubbleshooting and repairs.
- Knowledge in Motor Control, Switchboards, Panel boards, Plant Wiring, Variable Frequency Drives (VFD), PLCs, Grounding.
- Experience with low/ Medium Voltage power distribution centers.

Quality Assurance

- Create detailed test plans, procedures and reports for validation and verification testing from customer requirements.
- Organize and plan better solutions to make the work flow and quality of products superb.

EMPLOYMENT HISTORY

October 2017 – Present	Mechanical/Electrical Maintenance	Electrical Engineering Ent.
May 2014 – October 2017	Project Manager/Entry Electrical Engineer	Tampa Armature Works
Nov 2012 –May 2014	Application Sales Engineer	Tampa Armature Works
February 2007 – Nov 2012	Electrical Apprentice	Tampa Armature Works

EDUCATION

ITT Technical Institute Tampa FL	June 2011: Bachelors of Science Electronics and Communications Engineering
ITT Technical Institute Tampa FL	March 2009: Associate of Science Computer and Electronics Engineering Technology
Hillsborough Community College	August 2003: Law Enforcement

BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.5 – SUBCONTRACTORS

TEAMWORKnet, Inc. (TWN)

Paul D. Gates, CP.E., CGC, CEO of TEAMWORKnet. Paul has significant business experience in energy, power production and information management systems. Over Thirty Five (35) plus years of engineering and business experience in power engineering, substations, distribution system, energy, power production, electrical system modeling, SCADA development & implementation and information management systems. Paul has more than twenty (20) years of utility power engineering, operations and SCADA/RTU experience and fifteen (15) additional years of private engineering in both power engineering, communications and microwave systems. Throughout his career he has provided engineering (field and design) and project development / implementation related to the electrical power systems, hardware, software, communication, and information systems. Paul is also a Licensed General Contractor in the State of Florida.

Christopher W. Seelig, P.E., President of TEAMWORKnet. Chris Thirty (30) years of experience in power system engineering including power generation, transmission, substation and switchgear design. Chris has provided leadership to deliver exceptional customer service and delivery of quality engineering. Member IEEE and PES

Paul W. Wood, E.E., MBA, Vice President and Controller for Fortune 7 and its family of companies. Mr. Wood has over twenty (20) years of experience in power system analysis of commercial, industrial, and government facilities. He has extensive experience with power engineering studies including short circuit, relay coordination, load flow, power quality, harmonic analysis, thermal imaging analysis, grounding and lightning surveys, and commissioning services. In addition, Mr. Wood regularly performs feasibility, financial/economic analyses, Power Billing Analyses, Utility Rate/Tariff Analyses and Commercial/Industrial Electrical Systems design.

Harry J. Tittel, E.E., Vice President of Operations and Principal of TEAMWORKnet, Inc., has more than twenty (20) years of experience in the design and engineering of substations, large scale UG projects, OH to UG conversions, transmission &

distribution systems and complex electrical systems found in military bases, industrial plants and utilities. Harry additionally has extensive experience with power engineering studies including short circuit, relay coordination, load flow, power quality, harmonic analysis, thermal imaging analysis, grounding and lightning surveys, and commissioning services. Member IEEE, AEE, ASNT and ASHE.

Thomas E. Ashline, P.E., Vice President. Thomas more than twenty five (25) years of significant experience in business operations and detailed field engineering for Commercial, Industrial and Governmental clients to include project startup, project management, design, review, system troubleshooting, and final commissioning of engineering systems. In addition, Tommy has extensive experience in power generation, transmission, substation and switch gear design, arc flash, thermal imaging, power engineering studies including short circuit, relay coordination, load flow, power quality and harmonic analysis. Member IEEE and PES.

Samuel A. Boyette, P.E., Vice President of TEAMWORKnet, Inc., and Licensed Professional Engineer, Mr. Boyette has over ten (10) years of experience in power system analysis of commercial, industrial, and government facilities. In addition, he has experience designing modifications to existing and completely "green-field" substations in voltages ranging from 4.16kV up to 115 kV. His specialty is relay setting development, relay integration and HMI development. Sam has extensive experience with GE, SEL and ABB product lines for both Protection and Automation. Member IEEE and PES.

Susan Davis, E.E., is an Project Engineer having over four years of direct experience with TEAMWORKnet in the areas of power system studies, protective relaying, SCADA design/implementation, substation and switchgear engineering, system commissioning and field services. Member IEEE and PES.

Robert Farkas, P.E., is an Project Engineer having over five years of direct experience with TEAMWORKnet in the areas of power system studies, protective relaying, SCADA design/implementation, substation and switchgear engineering, system commissioning and field services. Member IEEE and PES.

**BID ITB FMPA 2019-034 SUBMISSION REQUIREMENTS 26.1.6 – SUPPORT
REQUIREMENTS FOR ONSITE TESTING REPAIRS**

- Host company provided power
- Host company clearance and outage support
- Host company site access



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department PHONE (A/C No. Ext): 727-520-7676 x 3 FAX (A/C No.): 727-525-3862 E-MAIL ADDRESS: certs@encorehr.com
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: SUNZ Insurance Company			34762
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
TLR of Bonita, Inc
EnterpriseHR
700 Central Avenue Suite 500
St. Petersburg FL 33701

COVERAGES

CERTIFICATE NUMBER: 51283472

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		INSD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC016-00001-019	6/1/2019	6/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Flo Power LLC
Client Effective: 8/21/2019

CERTIFICATE HOLDER

9802

Florida Municipal Power Agency
8553 Commodity Circle
Orlando FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLIFFORD INSURANCE CENTER, INC 9790 SE 160th Lane Summerfield FL 34491		CONTACT NAME: Austin Rutledge PHONE (A/C, No, Ext): (352) 245-5455 FAX (A/C, No): (352) 245-9866 E-MAIL ADDRESS: certificates@cliffordinsurance.net	
INSURED Flo Power Llc PO Box 65 EASTLAKE WEIR FL 32133-0065		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OPAGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			5244297200	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Clifford/AR

Linda Clifford

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department	PHONE (A/C. No. Ext): 727-520-7676 x 3	FAX (A/C. No.): 727-525-3862
		E-MAIL ADDRESS: certs@encorehr.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: SUNZ Insurance Company		34762
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 51283472** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/PO/AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB					\$
	☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$					AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC016-00001-019	6/1/2019	6/1/2020	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐				☒ PER STATUTE ☐ OTH-ER
	(If yes, describe under DESCRIPTION OF OPERATIONS below)	N/A				E.L. EACH ACCIDENT \$1,000,000.00
						E.L. DISEASE - EA EMPLOYEE \$1,000,000.00
						E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Flo Power LLC
Client Effective: 8/21/2019

CERTIFICATE HOLDER

9802

Florida Municipal Power Agency
8553 Commodity Circle
Orlando FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

SUBSTATION AND GENERATING

STATION MAINTENANCE

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

Invitation to Bid No. 2019-034

August 2019



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR AUGUST 2019

**BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

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INVITATION TO BID

(This is not an order)

R
E
T TO: Florida Municipal Power Agency
U 8553 Commodity Circle
R Orlando, Florida 32819-9002
N Attn: Sharon Samuels

ITB FMPA 2019-034

Date Issued: August 28, 2019

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON SEPTEMBER 26, 2019, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

DESCRIPTION

**AUGUST 2019
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

ADVERTISEMENT

Proposal For

**AUGUST 2019
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

INVITATION TO BID FMPA 2019-034

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 P.M., on September 26, 2019, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:

Beaches Energy Services
City of Bartow
City of Clewiston
City of Green Cove Springs
City of Homestead
City of Mount Dora
City of Starke
City of Wauchula
Ft. Pierce Utilities Authority
Keys Energy Services
Utilities Commission, City of New Smyrna Beach

Bid packages for this project may be obtained from FMPA via Internet from www.fmpa.com.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Substation and Generating Station Maintenance manufactured by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Substation and Generating Station Maintenance specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Clewiston	City of Green Cove Springs
City of Homestead	City of Mount Dora
City of Starke	City of Wauchula
Ft. Pierce Utilities Authority	Keys Energy Services
Utilities Commission, City of New Smyrna Beach	

Contractors providing Substation and Generating Station Maintenance are being sought to support the FMPA Members with services relating to Substation and Generating Station Maintenance as listed in the specification. This bid is for a one (1) year term; and consists of a joint estimated annual requirement of services.

2. PURCHASING SERVICES

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA's RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. SERVICES

Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. DEFINITIONS

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

SUCCESSFUL BIDDER – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all Contractors, subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, awarded bidder, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Award and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Award or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Award and/or a Participant Contract.

7. QUANTITIES

- 7.1 Participating Member(s) may purchase their requirements from the contract awardee(s); but this solicitation will NOT establish exclusive rights for the contract awardee(s).
- 7.2 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, or reflect unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected services/report until such time as the delivery is complete and accepted as contracted for.

8. EXTENSION OPTION

This bid may be extended annually by mutual agreement between the Project Participating Members and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 13. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

9. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

- 9.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 9.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 9.3 Pages BF-1, BF-3, and AOC-1 of this bid package are required forms and **MUST** be included in Bidder's response appropriately filled out and signed. Note: FEMA may fund aspects of this bid, which require the Bidder's execution of

applicable forms in this bid packet. Complete pages DF-1, AOC-2, and AOC-7 if applicable to Bidder.

- 9.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 9.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 9.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 9.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 9.8 The bid must be signed by an authorized agent or officer of the firm.
- 9.9 Each bidder shall submit with the bid complete manufacturer's description.
- 9.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMFA.
- 9.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

10. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMFA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

11. QUALITY TERMS/GUARANTY

The vendor guarantees that the services will be provided as specified and will be performed in a prompt and diligent manner. The guarantee period shall begin on the date of delivery and shall end twelve months later.

12. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a contracting business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting utility equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.

- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions Terms and Conditions, Technical Specifications, and Bid Forms

13. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 13.1 Vendor's labor cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 13.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 13.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 13.4 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

14. PRICES BID

- 14.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all services to the point of delivery.
- 14.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 14.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

15. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

- 16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the

specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

17. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

18. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract.

19. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

20. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Past performance on previous FMPA awards
- Time of Delivery or Schedule

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

23. CLARIFICATION AND ADDENDA

Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same.

However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or via Internet e-mail to bidinfo@fmpa.com, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside of package with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
ATTN: Sharon Samuels

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. RESERVED RIGHTS

28.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by individual zone, or on a line item basis.

28.2 FMPA reserves the right to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

28.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.

28.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

29. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

30. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

31. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

32. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 32.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 32.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 32.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 32.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

33. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

34. INSURANCE REQUIREMENTS

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

35. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

36. ACCEPTANCE OF SERVICES

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

37. TERMINATION FOR DEFAULT

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

38. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

39. LIQUIDATED DAMAGES

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

40. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

41. SUSPENSION OF WORK

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

42. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

43. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

44. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

45. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

46. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

47. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original

copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

48. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

49. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

50. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

51. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

52. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

53. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

54. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

55. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

56. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

57. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

58. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

59. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

60. MINORITY BUSINESS UTILIZATION

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely effected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

61. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMFA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

62. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

63. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. CONTRACT HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

65. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

66. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

67. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

68. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

69. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

70. PROCUREMENT OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

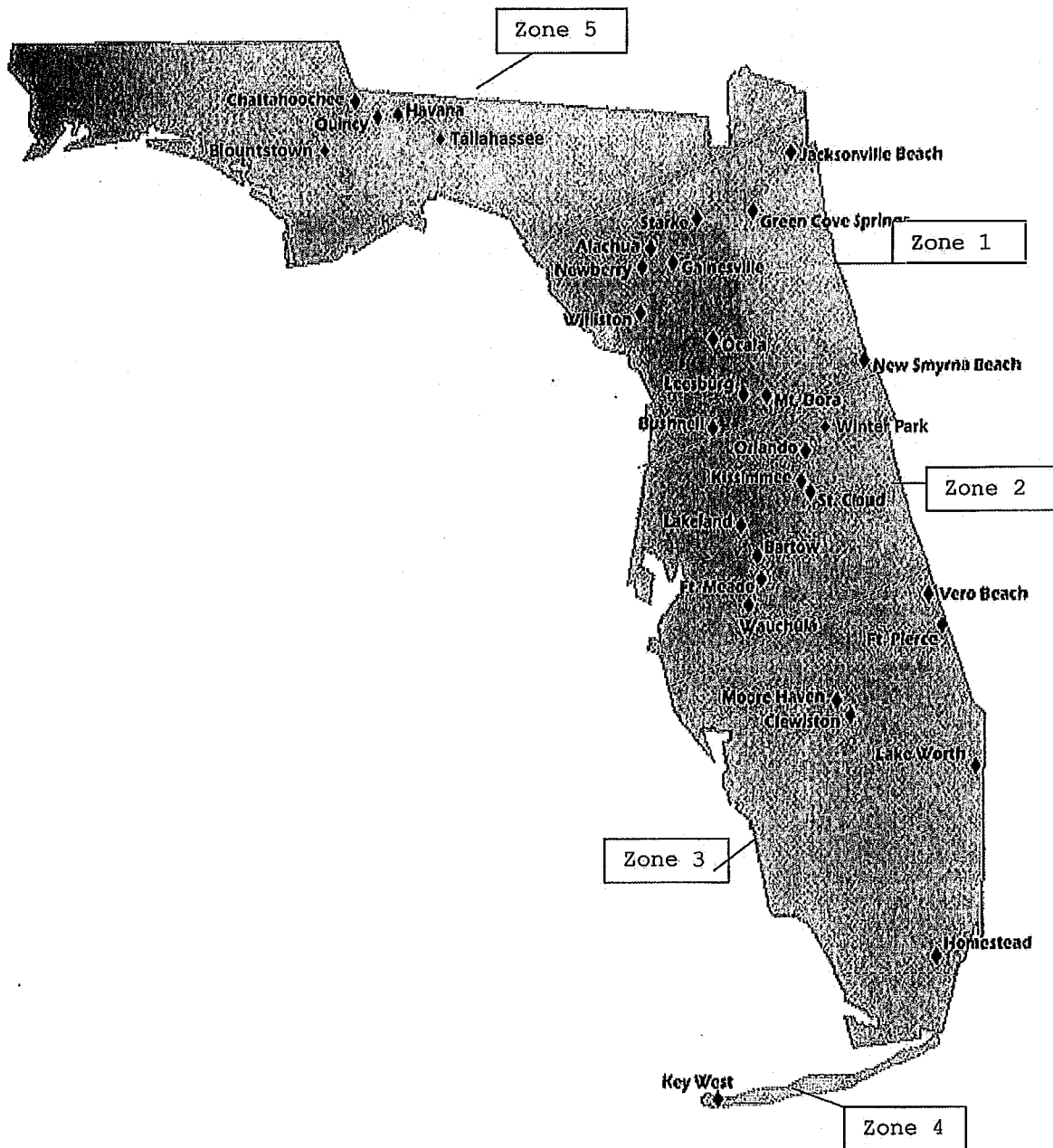
(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

71. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

LOCATION OF FMPA MEMBERS **State of Florida**



TECHNICAL SPECIFICATION

FMPA SPECIFICATION FA-SGSM-1
SPECIFICATION FOR
SUBSTATION AND GENERATING STATION MAINTENANCE

1. SCOPE

- 1.1 This specification applies to services related to the inspection, maintenance, testing, repair, and installation requirements for electrical power delivery equipment located in electric power substations and generating facilities. It is the intent of these requirements to ensure that all electrical equipment is operating within industry standards and manufacturer's tolerances, and all work performed follows applicable standards and industry best practices.
- 1.2 Codes, Standards, References and Regulations – The Successful Bidder(s) will comply with all federal, state, county and city codes, standards and regulations.

All work shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
 - National Electrical Safety Code (NESC)
 - National Electrical Manufacturer's Association (NEMA)
 - American Society for Testing and Materials (ASTM)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - National Electrical Testing Association (NETA)
 - North American Electric Reliability Corporation (NERC)
 - National Institute of Standards and Technology (NIST)
 - American National Standards Institute (ANSI)
 - State and Local Codes and Ordinances
 - Insulated Power Cable Engineers Association (IPCEA)
 - Association of Edison Illuminating Companies (AEIC)
 - Occupational Safety and Health Administration (OSHA)
 - Environmental Protection Agency (EPA)
 - Florida Department of Environmental Protection (DEP)
- 1.3 Qualifications of Contractor, Sub-Contractors, and Personnel pertaining to testing functions
- 1.3.1 The Contractor shall be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated.
- 1.3.2 The Contractor shall be regularly engaged in the maintenance and testing of electrical utility equipment devices operating at voltages up to 230kV AC and 125V DC.
- 1.3.3 The Contractor shall use technicians who are regularly employed for electrical diagnostic testing services performed for electrical utilities.

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- 1.3.4 The Contractor shall submit appropriate documentation to demonstrate that it satisfactorily complies with NETA standards and/or manufacturer standards, where applicable.
- 1.3.5 The Contractor shall provide documentation to demonstrate that it holds proper insurance coverage to perform the scope of services provided in this bid specification.

1.4 Division of Responsibility

- 1.4.1 FMPA Member shall be responsible for all power switching of equipment and for providing equipment in a ready-to-work condition. The FMPA Member shall provide the testing organization with the following:

- A short-circuit analysis, a coordination study, and a protective device setting sheet, if applicable.
- The most current set of electrical drawings and instruction manuals applicable to the scope of work relative to the equipment under test.
- An itemized description of equipment to be inspected, tested or installed.
- A determination of who shall provide a suitable and stable source of electrical power to each test site.
- Notification of when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
- Site-specific hazard notification and safety briefing.

- 1.4.2 The Contractor shall provide the following:

- All field technical services, tooling, equipment, instrumentation, and technical supervision to perform such tests and inspections.
- Specific power requirements for test equipment.
- Notification prior to commencement of any testing.
- A timely notification of any system, material, or workmanship, which is found deficient on the basis of maintenance tests.
- A written record of all tests and a final report.

2. GENERAL SUBSTATION SITE INSPECTION

2.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance activities:

- Perform perimeter fence safety inspection
- Confirm electrical hazard signs are posted around perimeter and visible to the public
- Perform visual inspection of all insulators and high voltage conductors and connections
- Walk-down entire facility looking for abnormal conditions (alarms on equipment, annunciator lights, relay targets, evidence of animals, oil leaks, growing vegetation, equipment rust, oil level gauges, SF6 pressure gauges, etc.)
- Inspect equipment ground connections.
- Verify site lighting is functional

3. CIRCUIT BREAKER INSPECTION AND MAINTENANCE REQUIREMENTS

3.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required for low and medium voltage circuit breakers:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Inspect operating mechanism
- Check and set all critical adjustments per manufacturer's specifications
- Operational test of breaker using a trip signal to the trip coil via lockout relay or other device
- Perform primary and or secondary current injection test
- Perform timing test
- Verify anti-pump function
- Measure contact resistance
- Measure insulation resistance
- Perform bushing power factor test
- Perform current transformer excitation test
- Check SF6 gas leaks and repair as necessary
- Add SF6 gas as necessary

4. CIRCUIT BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

4.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair or reconditioning as required:

4.1.1 Medium Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary, and control circuits. Open and close timing tests shall be performed
- Each circuit breaker shall be completely disassembled, including the operating mechanism, cleaned of all dirt, rust, or other foreign material. All steel frame parts shall be sand blasted to base metal and painted with high quality rust inhibiting paints while operator components shall be yellow zinc plated. All fits shall be checked and compared to available factory specification and parts shall be repaired or replaced as necessary upon approval.
- Each pole piece shall be removed from the frame and disassembled. All oxidation and corrosion shall be removed from the copper. All copper conductors shall be inspected and re-silver plated.
- All main, arcing, and primary disconnect contacts shall be cleaned and dressed prior to plating. Contact wipe and spring tension shall be tested and set to available factory specifications.
- The molded base of each pole piece will be cleaned, tested, and resealed as appropriate. If necessary, each piece will be baked to remove moisture prior to sealing.
- All parts shall be inspected, and any defective parts shall be replaced upon approval.
- After all parts are reconditioned, the breaker will be reassembled, lubricated, adjusted, and fully tested. Our standard testing includes high current testing as applicable, resistance testing of all contacts, meggering with 1000 volts from line to load, pole to pole, and pole to ground. Customer specified tests shall be included as requested. A full test report will be included with each breaker.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

4.1.2 High Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary and control circuits. Open and close timing tests shall be performed.
- All energized components shall be inspected for evidence of overheating, burning, discoloration, pitting, corrosion, and tracking.
- Arc chutes and phase barriers will be inspected for physical damage, and dried out as needed. Blowout coils will be inspected and coil resistance measurements taken.

- Primary bushings shall be cleaned, inspected, tested.
- All main and arcing contacts shall be inspected, checked for wear and pitting, cleaned, and dressed.
- Control circuit switches, solenoids, relays, motors and wiring shall be inspected for proper operation and insulation resistance tested at 1000 VDC.
- All parts shall be inspected and tolerances shall be measured and compared to manufacturer's specifications then replaced and/or refurbished as appropriate with only manufacturer's parts. No "clone" or fabricated parts will be used.
- The circuit breaker shall be completely disassembled, including the operating mechanism.
- Steel frame parts shall be cleaned, sand blasted, and painted. Steel operator parts will be sand blasted and yellow zinc plated. Conducting members will be tumbled and re-silver plated.
- Breaker will be re-assembled, lubricated, and adjusted to manufacturer's specifications.
- Fully rewire using SIS wiring of like sizing with VW-1 rating.
- Mechanical operator and contact alignment checks shall be performed on both the breaker and operating mechanism including contact wipe, and gap in accordance with manufacturer's specifications and instructions.
- Interlocks, positions indicators, and operation counters will be adjusted and tested for proper operation.
- Breaker will be tested electrically and mechanically for proper operation.
- Perform contact resistance measurements on each phase.
- Perform insulation resistance tests on each pole, phase-to-ground, phase-to-phase, and line to load.
- Perform high potential test on each pole phase-to-phase and to ground.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

5. RELAY INSPECTION AND TESTING REQUIREMENTS

5.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of protective relays as required.

- Perform visual inspection
- Inspect gaskets, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, and contacts on electromechanical relays

- Verify operation of light-emitting diodes, display, and targets.
- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.
- Perform insulation resistance test on each circuit branch to frame (electromechanical relays only).
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Perform electrical test as needed, per manufacturer's instructions, to verify that each device is operates as expected.
- Calibrate as necessary per manufacturer's instructions.
- Provide written tag on relay that states test date and test personnel.
- Provide "As-Found" and "As-Left" reports

6. METER INSPECTION AND TESTING REQUIREMENTS

6.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Perform visual inspection
- Verify meter connections are in accordance with meter and relay diagram
- Take voltage and current phasor measurements
- Test meter accuracy utilizing an independent source
- Calibrate as necessary

7. METAL CLAD BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

7.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair (or reconditioning) procedures as required:

- Replace and re-pitch of primary disconnect bottles
- Repair and recondition of racking mechanisms
- Repair and recondition of operating mechanism
- Replace vacuum bottles
- Replacement of current transformers, potential transformers, and control power transformers
- Clean bus and insulation
- Adjust torque
- Replace insulation components

8. POWER TRANSFORMER INSPECTION, MAINTENANCE, AND REPAIR REQUIREMENTS

8.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Check condition of desiccant
- Add nitrogen as necessary
- Record LTC position and counter reading
- Test cooling fans in manual operation
- Perform oil dielectric test
- Perform TTR test
- Perform DC winding resistance test
- Perform core demagnetization
- Measure leakage reactance
- Perform power factor tests
- Perform exciting current test
- Perform CT Excitation Test
- Perform test on sudden pressure relay

9. CIRCUIT SWITCHER AND DISCONNECT SWITCH INSPECTION AND MAINTENANCE REQUIREMENTS

9.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Perform operational test in manual and motor operated mode
- Lubricate all mechanical critical points as necessary
- Lubricate electrical contact surfaces as necessary
- Check the tightness of fasteners on current carrying parts
- Ensure proper switch alignment and adjust as necessary
- (Circuit switcher only) Perform DC resistance measurement across interrupter in open and close positions
- Perform DC resistance values for entire current carrying path

10. RECLOSER INSPECTION AND MAINTENANCE REQUIREMENTS

10.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Test battery
- Download stored data and provide information
- Perform timing test
- Perform operational test

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11. DC CONTROL CIRCUITRY INSPECTION AND TESTING REQUIREMENTS

11.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance procedures as required:

- Verify trip coils operates breaker or other interrupting device
- Verify proper operation of lockout devices and auxiliary relays
- Verify trip circuit paths from the relay to lockout devices and all trip coils
- Provide detailed list indicating all paths that have been verified. An acceptable method would be a DC schematic provided by the Member with mark-ups indicating all trip paths that have been successfully tested. Any portions not tested shall be marked accordingly.

12. PROTECTION COMMUNICATION SYSTEMS INSPECTION AND TESTING REQUIREMENTS

12.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Verify that the communications system is functional
- Verify that the communications system meets performance criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate).

13. INSTRUMENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

13.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inspect physical condition.
- Verify correct connection of transformers with system requirements.
- Verify that adequate clearances exist between primary and secondary circuit wiring.
- Verify the unit is clean.
- Verify all required grounding and shorting connections.
- Verify that current and voltage signal values are provided to the protective relays.
- Measure the primary and secondary currents and voltages and calculate the ratio. Ensure that calculated ratio is within expected tolerance. Where the primary voltage or current quantity cannot be measured with a test device, utilize an independent instrument transformer to obtain the primary value.
- Ensure the secondary current and voltage phase angles are within tolerance of expected values.

14. CURRENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

14.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inject currents at the source of each current transformer verify each device with a clamp-on ammeter to confirm that the current transformer strings are connected in accordance with the prints.
- Simulate actual load current and fault current operation of the substation electrical systems by injecting appropriate currents in the CT current. Verify proper operations of relays, meters, and other instruments.
- Measure and record the burden of each connected CT.
- Ensure that current signal reaches all relays and other instruments in accordance to prints.

15. POTENTIAL CIRCUIT TESTS

15.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Pull fuses from CCVT or PT junction boxes and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks. Check for proper voltages at all relays, instruments, switches, etc., to verify that the potential circuit is connected in accordance with the prints.
- Measure and record the burden of each potential circuit.
- Ensure that voltage signal reaches all relays and other instruments in accordance to prints.

16. BATTERY TESTING AND CHARGER REQUIREMENTS

16.1 The Contractor shall provide all necessary personnel and equipment to perform battery testing as required.

- Perform visual inspection on battery bank and charger
- Inspect condition of battery rack
- Verify electrolyte level and top off as necessary
- Verify charger AC current and voltage
- Test DC voltage
- Check charger output current and voltage
- Measure float current
- Check for unintentional grounds
- Check for evidence of corrosion on terminals
- Verify the annunciator and alarm circuit.
- Check all terminal connection torque and adjust as necessary
- Measure pilot cell voltage, specific gravity and electrolyte temperature
- Measure intercell/intracell resistance tests (after checking torque)
- Measure individual cell voltage

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- Replace the charger filter capacitor per manufacturer recommendation

16.2 When FMPA Member requests a capacity test, the Contractor and Member will agree which party will be responsible for providing a temporary DC supply. Capacity tests shall conform with applicable IEEE standard.

17. ANNUNCIATOR TESTS

17.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Check each annunciators input by closing or opening the trouble contact.
- Check all annunciator lamps, alarm, cutoff and reset operation.
- Verify operation of all auxiliary repeater contacts.

18. SCADA EQUIPMENT

18.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Visually inspect all equipment for damage and proper connection.
- Test SCADA communication over all communication systems.
- The SCADA system shall be functionally checked from Master Station to Remote Terminal Units to end device. All control, indication, alarm, and analog points shall be tested by initiating alarm contacts, trips and close commands and verifying analog inputs from transducers and other devices. All analog inputs shall be checked at 0, 25, 50, 75, and 100 percent of scale.
- Perform all manufacturer's recommended functional and operational tests to assure correctness of operation and equipment.

19. MINERAL OIL SERVICES

19.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform lab analysis in accordance with applicable IEEE standard.
- Filter oil to remove acids, dirt, dissolved gases, moisture and restore oil back to optimal performance specification.
- Add oil to bring level back to recommended level.

20. INSTALLATION AND REPLACEMENT OF EQUIPMENT

20.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Like-for-like replacement of any equipment covered in this specification.

- Installation of new equipment specified by FMPA Member where engineering drawings are provided by FMPA Member or are otherwise not required. Equipment may include items such as lightning arrestors, insulators, bus-bar, capacitor banks, wave traps, CCVTs.

21. LIVE LINE INSULATOR WASHING

21.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Wash insulators on energized equipment at voltages up to 138kV utilizing demineralized water
- Water shall be provided by the Contractor

22. SAFETY AND PRECAUTIONS

22.1 Safety practices shall include, but are not limited to, the following requirements:

22.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.

22.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.

22.1.3 Applicable state and local safety operating procedures.

22.1.4 Owner's safety practices.

22.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

22.2 A safety lead person shall be identified prior to commencement of work.

22.3 A safety briefing shall be conducted prior to the commencement of work.

22.4 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

23. TEST EQUIPMENT

23.1 The testing organization shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated.

23.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.

- 23.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)
- 23.4 Dated calibration labels shall be visible on all test equipment.
- 23.5 Records, which show date and results of instruments calibrated or tested, must be kept current.
- 23.6 Calibrating standard shall be of higher accuracy than that of the instrument tested.

24 ADDITIONAL EQUIPMENT

If heavy equipment or additional items (not accounted for in Contractor's bid pricing) are required to perform the scope of work, the cost of such items or equipment will require Participating Member(s) approval.

25 SUBMITTAL OF REPORTS

25.1 The report shall include the following:

25.1.2 A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.

25.1.3 All relevant test data. Where applicable, each value shall be labeled with a "pass" to indicate where values are acceptable or within tolerance, or "fail" to indicate otherwise.

25.1.4 A summary listing of problems or marginal conditions discovered, whether these items were corrected or still existed at completion of testing, and how corrected or recommendations for corrections (as applicable). Include comments or recommendations regarding any applicable concerns.

25.1.5 Document all "as found" and "as left" settings and adjustments.

25.2 The final report shall be completed and submitted to the substation or generating facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.

25.3 The final report shall be submitted both in hard copy and an electronic version.

26 BID SUBMISSION REQUIREMENTS

26.1 In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit::

26.1.2 A list of references with emphasis on work for electric utilities in the state of Florida. Please provide contact information for these references.

- 26.1.3 General description of test equipment to be used, including manufacturer and model number.
- 26.1.4 Resumes or qualifications of key personnel who will be performing tests, inspections, repairs and installations. This will include the documentation referred to in Section 1.3.4 indicating compliance with NETA and/or manufacturer's standards and licenses and certifications.
- 26.1.5 Identification and qualification of subcontractors. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications. If, after award of the bid, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from the FMPA Member(s).
- 26.1.6 Support requirements for on-site testing repairs.
- 26.1.7 Proof of Insurance coverage *(See Section 34 on Pg. TC-10).*

26.2 The Bid Form contains the following cost items:

- 26.2.2 Mileage rate and estimated distance to each participating city
- 26.2.3 Travel rate and estimated travel hours to each participating city
- 26.2.4 Cancellation charges
- 26.2.5 Breakdown/setup costs
- 26.2.6 Per diem rate for overnight stay
- 26.2.7 Material mark-up rate
- 26.2.8 Storm/Emergency related response rates
- 26.2.9 Hourly costs (straight time/overtime/premium) for technicians and electricians
- 26.2.10 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____	Dated _____
Number _____	Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)		
Mileage rate (\$ per mile)		ZONE 1 Beaches Energy Services City of Green Cove Springs City of Starke City of Mt. Dora Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)			
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. 		ZONE 2 City of Bartow City of Wauchula	
		ZONE 3 City of Clewiston City of Homestead Ft. Pierce Utilities Authority	
		ZONE 4 Keys Energy Services	
Miscellaneous Charges:	Charge (\$)	Comments:	
Charge if work is cancelled prior to mobilization			
Charge if work is cancelled after mobilization			
Breakdown and setup costs			
Per diem rate if overnight stay is required			
Mark-up rate for materials			
Storm/Emergency-related response rate			
Additional charges (please provide explanation)			

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician			
Overtime Hourly Cost for Technician			
Premium Hourly Cost for Technician			
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician			
Overtime Hourly Cost for Electrician			
Premium Hourly Cost for Electrician			

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that
_____ 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 1893 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.

Vendor's Signature

Date

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

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference FMPA ITB # 2019-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2019-034, August 2019, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____
Signature

Printed or Typed Name

Title _____

Complete Business Address of Proposer:

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business name and address of _____
[name of bidder or contractor]

is _____

2. My relationship to _____
[name of bidder or contractor]

is _____

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the ____ day of _____, 20__.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name



Thanks for your interest in serving our Members.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32575, hereinafter referred to as the "CITY", and Southern Switch & Contacts Services, Inc., 855 Virginia Avenue, Palm Harbor, Florida 34683, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Substation and Generating Station Maintenance Service solicitation issued by Florida Municipal Power Agency on behalf of the City of Mount Dora and other participating municipalities and accepted the CONTRACTOR, on September 6, 2019 attached hereto as **Composite Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract"; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and pursuant to Section 8, of the Cooperative Contract may be extended for additional (1) year periods in the best interest of the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Composite Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street
Mount Dora, Florida 32575
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Southern Switch & Contacts Services, Inc.
Attention: Al Crossman
855 Virginia Avenue
Palm Harbor, Florida 34683
al@southernswitch.com

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between this Agreement or any CITY issued purchase order and the terms and conditions of Exhibit A attached hereto, the terms and conditions of this Agreement or any CITY issued purchase order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this 14th day of November, 2019.

CITY OF MOUNT DORA

Cathy Hoechst, Mayor

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen, City Attorney

CONTRACTOR

Alfred L. Crossman
Print: ALFRED L. CROSSMAN

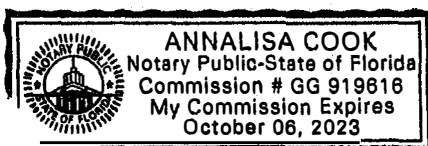
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was executed before me this 14th day of November, 2019, by Alfred Crossman, as PRESIDENT of Southern Switch & Contact Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced FL Driver License as identification.

(stamp)

Annalisa Cook
NOTARY PUBLIC

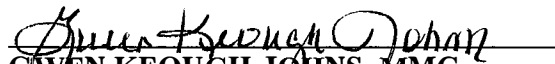


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 19 day of November, 2019.

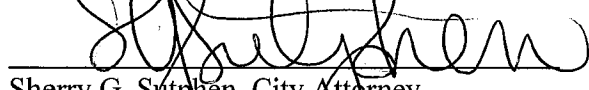
CITY OF MOUNT DORA


Catherine T. Hoechst, Mayor

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency


Sherry G. Sutphen, City Attorney

CONTRACTOR

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by _____, as _____ of Southern Switch & Contact Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC

Composite Exhibit "A"
Cooperative Contract with
Southern Switch & Contact Services, Inc.
From solicitation issued by Florida Municipal Power Agency

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 2% for payment made within 10 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number NONE Dated _____
Number _____ Dated _____

Respectfully submitted:

Company Name: SOUTHERN SWITCH & CONTACTS

Signature: AL Crossman

(Authorized Representative)

AL Crossman

(Type or Print Name of Signer)

Address: 855 VIRGINIA AVE

PAUM HARBOR, FL 34683

E-Mail Address: AL@SOUTHERNSWITCH.COM

Telephone Number: 727-789-0951

Toll Free Number: 800-926-3562

Date: 9/6/2019

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)	Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city.						
Mileage rate (\$ per mile)	\$ 0.55	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)	\$ 40		750	650	480	450	570	
		ZONE 2	City of Bartow	City of Wauchula				
			275	372				
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____		ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
			625	950				620
		ZONE 4	Keys Energy Services					
1075								
Miscellaneous Charges:	Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization	0	ASSUMPTIONS: 1) 4 MAN CREW 2) 1 WAY TRIP						
Charge if work is cancelled after mobilization	\$ 500							
Breakdown and setup costs	0							
Per diem rate if overnight stay is required	\$ 150							
Mark-up rate for materials	15%							
Storm/Emergency-related response rate	1.5 X RATE							
Additional charges (please provide explanation)	RENTAL EQUIP							

COST + 15% + del + PICKUP

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	50		SEE ATTACHED RATE SHEET FOR COMPREHENSIVE LIST OF ACTIVITIES/RATES
Overtime Hourly Cost for Technician	75		
Premium Hourly Cost for Technician	93.75		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	70		
Overtime Hourly Cost for Electrician	105		
Premium Hourly Cost for Electrician	131.25		

Exhibit 2

Rate Sheet

Southern Switch & Contacts Services
Rate Sheet 12/12/2017

<u>Job Classification</u>	<u>Unit</u>	<u>Rate</u>	<u>Note</u>
Job Foreman	Hr	\$ 90	OT charged at 1.5 times rate
Electrician	Hr	\$ 70	OT charged at 1.5 times rate
Apprentice/Mechanic	Hr	\$ 50	OT charged at 1.5 times rate
Labor/Groundman	Hr	\$ 40	OT charged at 1.5 times rate
Welder	Hr	\$ 75	OT charged at 1.5 times rate
Driver	Hr	\$ 45	OT charged at 1.5 times rate
 <u>Miscellaneous</u>			
Engineer	Hr	\$ 125	OT charged at 1.5 times rate
Test Specialist	Hr	\$ 150	OT charged at 1.5 times rate
Per Diem	Day	\$ 150	charged per person per day
Crew Truck(s)	Day	\$ 140	
Tool Traller	Day	\$ 145	
Filter Press Traller	Day	\$ 250	plus \$0.25 per gallon
Rental Equipment	varies	varies	cost plus 10%
Subcontractor	varies	varies	cost plus 10%
Supplies	varies	varies	cost plus 10%

FMPA Substation and Generating Station Maintenance Bid

(ITB# 2019-034)

Submitted by:

AI Crossman

Southern Switch & Contacts

855 Virginia Ave

Palm Harbor, FL 34683

26 Bid Submission Requirements

26.1.2 References

- Beaches Energy – Jacksonville Beach, Florida
 - Jeremy Johnston – 904-625-0322
 - Matt Campbell – 904-233-9253
- Tampa Electric
 - Gary Raulerson – 813-245-5291
 - Ron Petrus – 813-630-6545
- City of Leesburg
 - David Thomas – 352-516-7211
- Sumter Electric
 - Ron Summers – 352-569-9769
- Clay Electric
 - Gary Bonner – 352-235-1712
- Seminole Electric
 - Jeff Hord – 813-244-7419
 - Mark Churilla – 813-690-2484

26.1.3 Test equipment

- Doble
 - M4100 Insulation Analyzer
 - M4110 Leakage Reactance
 - M5400 SFRA
 - TRM403
 - EZCT-2000c
 - TTR Capacitor
- Phenix
 - LD60 Oil Dielectric Test Set
 - Hi Pot

26.1.4 Resumes or qualifications of key personnel

- See enclosed resumes
 - Matthew Emmons – Director of Engineering and Design
 - Raul Marrero – Supervisor of Field Services

26.1.5 Identification and qualification of subcontractors

- See enclosed resumes
 - Ben Ramos – President Phasor Engineering LLC
 - Luis Figueroa – Engineer Phasor Engineering LLC

26.1.6 Support requirements for on site testing/repairs

- Access to the substation as agreed upon with owner
- Switching
- Identification and description of anomalies
- Access to control house dependent on specific issues to be addressed
- Station power as available

26.1.7 Proof of insurance coverage

- See enclosed proof of insurance
- COI issued upon specific request

RAUL MARRERO

147 Merida Dr., Kissimmee, FL 34746 | 321-697-8945 | rmarrero16@gmail.com

Experience

SUBSTATION SUPERVISOR | SOUTHERN SWITCH & CONTACTS | 07/2018-CURRENT

- Supervisor role of 2-5 man substation crews.
- Completion of substation projects including but not limited to:
 - New breaker installation
 - New switch replacement and switch adjustment
 - New transformer installation -
 - Bushing replacement and regasketing of transformers
 - Wiring control systems to P&C prints

SUBSTATION JOURNEYMAN | RELIABLE SUBSTATION | 02/2009-07/2018

- Responsible for the installation of AC/DC, transmission and distribution power substations
- Participated in all aspects of the installation of electrical components and associated equipment required for a power substation.
- Efficient and accurate electrical wire termination.
- Accurate blueprint interpretation.
- Able to identify engineering blueprint errors and adjust accordingly.
- Keep and maintain company equipment such as vehicles.
- Maintain a clean Class A drivers license.
- Maintain a flawless safety record according to the contracting companies safety standards as well as OSHA.

Skills & Abilities

- Basic and intermediate computer skills, world wide web, and email
- Basic Automotive Repair
- Proficient in 14-28 ton Crane Operation
- Accurate blueprint interpretation
- Accurate and Efficient electrical wire terminations
- Fluent in Spanish
- Safety Minded

Certification & Training

- OSHA 10 and 30 hour

- **MICCS**
- **CDL Class B License**
- **Foreign material exclusion**
- **Qualified rigger & signal for crane operations**
- **Forklift /Aerial lift**
- **First aid/CPR/AED**
- **Electrical safety**
- **Substation entry**
- **Grounding**
- **Confined space entrant and rescue**
- **Lockout/tagout**
- **Human performance**
- **Defensive driving**
- **PPE/hearing protection/BBP**
- **Hazcom/GHS**
- **Fall protection**
- **Fire prevention**

Education

- **POINCIANA HIGH SCHOOL**
- **05/2009 High School Diploma**
- **HILLSBOROUGH COMMUNITY COLLEGE**
- **06/2011 Criminal Justice-Surety Agent**

MATTHEW EMMONS

855 Virginia Ave, Palm Harbor, FL 34683 • 727-542-0537

Matt@southernswitch.com •

EXPERIENCE

August 2009- Present

Director of Engineering, Southern Switch & Contacts

Responsibilities

- Direct oversight of all aspects of production.
- Develop estimates on all products and services.
- Customer support both over the phone and in the field.
- Reverse engineering and design of new products.
- Finalize any engineering related decisions.
- Continually developing new quality control methods.
- Manage procurement of all raw materials and consumables.

Achievements

- Converted shop from manual production machines to automated CNC machines.
- Converted older hand drawings to CAD and created a database of drawings for every product that we have produced.
- Developed and maintained an inventory system for commonly produced items.
- Hold the inventor designation on a patent for a universal disconnect switch hand operated gearbox.

Skills and Abilities

- Experience and knowledge of most common tap changers.
- PowerSafe certified safety training.
- Read and understand blueprints.
- Trouble shooting of electrical systems.

EDUCATION

Bachelor of Science in Mechanical Engineering

University of South Florida, 2009

Luis Figueroa, P.E.

Consulting Engineer



Luis is a seasoned electrical engineer skilled in protection & control theory and application. He has a bachelor's degree in Electrical Engineering and over twenty years of relevant experience in various aspects of Electrical Engineering, Generation / Transmission / Distribution Protection & Control design, Power Systems design, and Asset Management / Compliance. He has successfully designed transmission and distribution substation upgrades and green field protection & control schemes. Additionally, Luis has eight years of field engineering experience installing and commissioning protection and control components / schemes. He has a clear and concise knowledge of the protection and control application and theory. This experience makes him uniquely qualified to ensure that the substation operating instructions associated with substations are well defined, concise, efficient, and well written. This skillset complements the existing processes and procedures in place at your organization to develop and implement an excellent and applicable engineered product for field personnel to utilize during normal / abnormal system operations. Finally, the services provided will ensure that systems are installed, commissioned, and operated in a safe, reliable, and cost-effective manner.

EDUCATION

Bachelor of Science, Electrical Engineering,
Polytechnic University of Puerto Rico, 1996

Associate of Science, Electronics Technology,
University of Puerto Rico, 1989

Graduate Certificate, Financial Analysis,
Devry University, Graduate School of Mgmt., 2010

PROFESSIONAL LICENSES

Professional Engineer, Puerto Rico - 15752
Professional Engineer, Florida - 66802

PROJECT EXPERIENCE

Phasor Engineering, Sr. Protection & Control Oversight Engineer, Florida

Responsible for the oversight of contract protection and control technicians in the Duke Energy Florida region to insure safe and reliable installation and commissioning of the applicable relay design package. Perform oversight observations to monitor / trend best practices as well as areas for improvement to enable contract resources to continuously improve work practices. Insure fiduciary duty to the client with regard to performing efficient and effective oversight functions.

JLU Consulting Engineers, Sr. Protection & Control Oversight Engineer, Florida

Responsible for the oversight of contract protection and control technicians in the Duke Energy Florida region to insure safe and reliable installation and commissioning of the applicable relay design package. Perform oversight observations to monitor / trend best practices as well as areas for improvement to enable contract resources to continuously improve work practices. Insure fiduciary duty to the client regarding performing efficient and effective oversight functions.

ABB – Project Engineer – Medium Voltage Switchgear, Various Locations*

Developed engineering design packages for medium voltage switchgear including single line, elementary diagrams, DC schematics, network communication diagrams, low voltage compartment layouts, interconnection diagrams, and bill of materials.

Integrated medium voltage switchgear designs into custom client engineered solutions to meet client specifications. Selected applicable relays, PLCs, bus transfer schemes, automation controllers, RTUs, power meters, and MCCs.

Progress Energy Florida, Sr. Protection & Control Engineer*, Florida

Responsible for initiating system projects to achieve short and long term system reliability resolution /mitigation. In addition, performed fault location and fault analysis of events impacting the bulk electric system. Prepared system studies to determine digital fault recorder settings.

* denotes projects completed with other firms

Luis Figueroa

Consulting Engineer



Developed, reviewed, and implemented maintenance procedures and basis documents to ensure compliance with the North American Electric Reliability Corporation (NERC) and Florida Reliability Coordinating Council (FRCC), etc.

**Delta Integrated Engineering – Project Engineer,
Various Locations***

Responsible for developing and designing protection and control design packages as well as the related communications systems.

Developed engineering packages for the addition / replacement of rectifiers, inverters, battery distribution fuse bays and battery banks related to telecommunications applications.

Performed cable sizing and power system analysis for distribution feeder applications.

**Puerto Rico Electrical Power Authority (PREPA) – Lead
Protection & Control Engineer,
Engineering Department*, Puerto Rico**

Responsible for the oversight and supervision of engineering personnel and design package for protection and control applications. Developed bid proposal and performed vendor bid evaluations. Designated by PREPA to witness Factory acceptance tests to certify wired control panels and power transformers related to EPC projects.

**Puerto Rico Electrical Power Authority (PREPA) – P&C
Engineer, Maintenance & Engineering Department*,
Puerto Rico**

Responsible for the commissioning and maintenance testing of protective relays, local and SCADA control systems and related communications components in the Transmission / Distribution systems to include Generations switchyards. Performed functional testing of protection schemes associated with generators, transformers, and auxiliary power systems in power plants.

Analyzed test data to determine performance characteristics of the control and protection components. Responded to system disturbances or equipment mis-operations for PREPA northern area substations.

Modified single line diagrams, AC/DC schematics and wiring diagrams to incorporate substation improvement projects. Responsible for programming voltage regulators, substation bay units, port servers, programmable automation controllers (PAC), and programmable logic controllers (PLC) used for substation monitoring and control applications.

Relevant Training

- IEC 61850 – Gosse Messaging/ABB Relion Relays
- Schweitzer Integration and Automation Seminar
- LAN/WAN Networking Course - CISCO System
- Generator & Transformer Protection Seminar
- Real-Time Automation Controller (RTAC)
- Project Management Techniques

* denotes projects completed with other firms

Ben Ramos, P.E.

Principal Engineer -- Electrical

Substation / Protection & Control / Power Systems



Ben is a seasoned electrical engineer skilled in protection & control, substation, power systems theory, and application. He has an MSEE in Electrical Engineering and 15 years of relevant experience in various aspects of Electrical Engineering, Generation / Transmission / Distribution Power System & Protection & Control / Substation Design, and Asset Management. He has designed generation, transmission, and distribution substations successfully for voltage classes from 550kV – 4.16kV. In addition, he was the lead engineer for the redesign of a generating station transformer switchyard that had 2 GSUs, 1 SUT, 1 RAT, and 1 SSTs fail and associated components due to a catastrophic transformer fire. He has also designed and implemented successful acoustical solutions for substations in sensitive customer locations. In addition, he has performed in an asset management role to analyze and diagnose the health and condition of a fleet of over 3800 power transformers that include GSUs, Transmission and Distribution transformers along with the associated components to include Load Tap Changers (Vacuum and Resistive / Reactive). In past roles, he has also performed advanced event analysis to determine the root cause of catastrophic power system failures. When aberrant conditions arise in a power system, he has performed power quality, AC & DC load, harmonic, grounding, induction and cathodic protection studies to identify, analyze, and implement effective engineered solutions.

EDUCATION

Master of Science, Electrical Engineering
University of Central Florida, Orlando, Florida, 2007

Bachelor of Science, Electrical Engineering
University of Texas, Austin, FL, 2004

PROFESSIONAL LICENSES

Professional Engineer, Florida – 69060

Professional Engineer, Various States – available upon request

MEMBERSHIPS

Senior Member, Institute of Electrical & Electronics Engineers / Power & Energy Society

PROJECT EXPERIENCE

Two 550 kV Breaker Upgrades for Crystal River Unit #3
Nuclear Generating Station, Crystal River, FL

Developed and designed the upgrade of the two generation output breakers for the Crystal River Unit #3 Nuclear Plant. Upgraded all associated air break switches, control cabinets, control cables, cable trench, etc. to accommodate the new ABB 550 kV, 3000A, 50 kA circuit breakers.

New 230 / 115 KV Lecanto Substation, Lecanto, FL

Developed and designed a 230 / 115 kV Transmission substation with 4 line terminals and an ultimate layout for 12 line terminals and two 230 / 115 kV (333 MVA) transformers. Designed breaker and a half scheme for reliability. Managed and reviewed production of drawing packages for a breaker and a half scheme, control house, security, fiber optic, cable trench, grounding, conduit installations along with the station service.

Project Management Activities, Various
Substations, Florida

Prepared Study Level estimate reports for future brown field and green field substations. Prepared one-lines, layouts, capital cost estimate, risk analysis, constructability, and grounding analysis, etc.

New 550 kV Breaker Design for Kathleen
Substation, Lakeland, FL

Developed and designed the new installation of one 500 kV Line breaker to protect a 500 / 230 kV (750 MVA) power transformer. This installation required considerable 5 inch tubular bus modification and the implementation of welded fittings that eliminated the need for the use of radius bends on the tubular bus that eliminated difficulty in the field application. Upgraded all associated air break switches, control cables, cable trench, etc. to accommodate the new ABB 550 kV, 3000A, 50 kA circuit breaker.

Elegant engineered solutions

Ben Ramos, P.E.

Principal Engineer - Electrical

Substation / Protection & Control / Power Systems



New 69 kV Transmission Switching Substation, Chiefland, Florida

Developed and designed a 6 position ring bus with 3 line terminals and an ultimate layout for 6 lines. Installed four 69 kV breakers along with the associated instrument transformers and redundant station AC service for increased reliability. Included grounding analysis, direct stroke protection analysis, control wiring, cable trench layout, vehicle crossovers, etc.

New 69 / 13 KV DeLeon Springs Substation, DeLeon Springs, FL

Developed and designed a 230 / 115 kV Transmission substation with 4 line terminals and an ultimate layout for 12 line terminals and two 230 / 115 kV (333 MVA) transformers. Designed breaker and a half scheme for reliability. Managed and reviewed production of drawing packages for a breaker and a half scheme, control house, security, fiber optic, trench/cable tray/conduit installations along with the station service.

New 15 KV Switchgear, Welch Rd. Substation*, Apopka, FL

Developed and designed a 3 Bay 15 kV modular switchgear for installation at a distribution substation to support an increase in load. This included bus modification and addition to install and accommodate in a station with 3 existing switchgears. Designed breaker and a half scheme for reliability. Managed and reviewed production of drawing packages for design and installation.

Acoustical Dampening Wall, Dallas Substation, Villages, FL

Developed and designed an acoustical solution at the Dallas substation located in a residential area for a 55+ adult living community. The substation had a 230 / 69 kV Auto Transformer that had issues with the preventative auto (PA) mechanism and was situated in a location that directly impacted the residents of the community. An acoustical survey was performed and a solution was developed to install the AcoustiFiber Wall System. The result was a reduction in sound level by 19 dBA. This solution along with the repair of the PA resolved the resident's concerns and successfully mitigated the condition that existed.

Acoustical Survey, Bithlo Substation, Orlando, FL

Performed an acoustical study to determine the source of an aberrant sound reported by a utility customer. The customer reported that a 230 / 69 kV, 22.4 MVA transformer at Bithlo substation was making a sound that was disturbing their residence. A thorough study was completed in adherence with NEMA TR-1 and IEEE C57.136-2000 (Guide for Sound Level Abatement). Upon completion of the study, the source of the aberrant noise was identified as an air compressor in the neighbor's garage used for taxidermy. The customer had requested that the utility install a wall to mitigate the condition at a cost of \$175k. A thorough study based on industry standards and the use of the Bruel & Kjaer 2250 Sound Level Meter, saved the utility an estimated \$175k to install a wall as requested by the customer. The cost of the study was \$11k.

Line additions to a 69KV through 230 kV Ring Bus and Breaker & a half scheme substations (Breaker, Protection & Relaying), Various Locations, Florida

Project scope involved the addition of line terminals and breakers in 69KV through 230 kV ring bus and breaker & a half schemes which included addition of relays, breaker, CCVT and air break switches. The protection relays were SEL-351 for breaker failure and SEL-311L for line protection. Successfully completed each project.

Power Transformer - Dissolved Gas Analysis - Asset Management in various substations, Florida

Performed Dissolved Gas Analysis (DGA) for over 2500 power transformers from 69 - 500 kV to assess the condition of the unit via analysis of the fluid (Mineral oil, FR3, etc.). Diagnosed active thermal and aberrant electrical conditions in order to proactively diagnose and correct imminent failures or component degradation. Used Transformer Oil Analyst (TOA4) to organize data and review historical data. Also, leveraged DGA data to perform forensic analysis of transformer failures.

Breaker Replacements, Various Substations, Florida

13KV through 550kV Breaker upgrades along with associated air break switches, control wiring, and relay replacements.

Elegant engineered solutions

Ben Ramos, P.E.

Principal Engineer - Electrical

Substation / Protection & Control / Power Systems



Power Transformer – Electrical Testing & Analysis – Asset Management in various substations, Florida

Analyzed multiple electrical tests to assess and diagnose the condition and health of over 2500 power transformers in the fleet. These tests include: DC winding resistance, Turns ratio (TTR), Megger, Insulation Power Factor, Leakage Reactance (%Z), Sweep Frequency Response Analysis (SFRA), Capacitance, Excitation Current, Bushing Power Factor (PF) and capacitance. Using these tests in addition to the DGA allowed for detailed analysis of the health and condition of the power transformers in the fleet. These analytic methods were used in conjunction with the Doble DTAWeb tool to perform detailed forensic analysis of transformer failures, as well.

Replace 4 – Power Transformers at Crystal River Plant Units 1 and 2 due to Catastrophic Fire*, Crystal River Plant, Florida

Developed and designed a new configuration for two 18 / 230 kV (333 MVA) GSUs along with the 230 / 6.9 – 4.1 kV (30 MVA) Reserve Auxiliary and 18 / 4.1 kV (22 MVA) Station Service transformers due to a catastrophic GUS transformer failure at the Crystal River Plant Unit #1 due to an internal fault that engulfed the isophase bus along with 4 transformers and destroyed the electrical infrastructure. The area was completely redesigned to accommodate a new ground grid and incorporate new isophase bus, support structures and the intelli-firewall (ceramic composite) that allows for ease of access to the transformers without an adverse effect to plant operations or transformer fire protection.

Adaptive Var Compensator, Power Quality Study, Bartow, FL

Responsible for performing a power quality study to determine the cause of the voltage sags and swells in the mining service area and provide recommendations for methods to mitigate the aberrant voltage conditions. Implemented the S&C Adaptive Var Compensator (AVC) at Peacock substation to address the transient conditions introduced by the local mining operations that placed high reactive power demands on the system.

230 / 13 kV (56 MVA) Distribution Transformer Addition and 230 kV Ring Bus, Curry Ford Substation*, Orlando, Florida

Developed and designed a second 230 / 13 kV (56 MVA) distribution transformer addition due to load constraints along with a 4 position 230 kV ring bus with two lines. One of the lines was from the Orlando Utilities Commission (OUC) Stanton Generating Station (2000 MVA) and the other line carried the generation source to the rest of the infrastructure. The ring bus was designed to protect the two distribution transformers and the two lines with maximum reliability and consideration to the critical generation access. In addition, four new feeders were added along with a bank breaker, tie breaker and redundant station service that did not exist previously. Managed and reviewed production of drawing packages, fiber optic, cable trench, grounding, conduit installations along with a new control house to accommodate the added line protection, transformer protection, bus differential protection and breaker failure. All of these changes and additions were made within the existing substation footprint and did not require any additional impact to the Spill Prevention Control and Countermeasure (SPCC) or permitting.

Replace 4 – Power Transformers at Crystal River Plant Units 1 and 2 due to Catastrophic Fire, Crystal River Plant, Florida

Developed and designed a new configuration for two 18 / 230 kV (333 MVA) GSUs along with the 230 / 6.9 – 4.1 kV (30 MVA) Reserve Auxiliary and 18 / 4.1 kV (22 MVA) Station Service transformers due to a catastrophic GUS transformer failure at the Crystal River Plant Unit #1 due to an internal fault that engulfed the isophase bus along with 4 transformers and destroyed the electrical infrastructure. The area was completely redesigned to accommodate a new ground grid and incorporate new isophase bus, support structures and the intelli-firewall (ceramic composite) that allows for ease of access to the transformers without an adverse effect to plant operations or transformer fire protection.

Elegant engineered solutions

Ben Ramos, P.E.

Principal Engineer - Electrical

Substation / Protection & Control / Power Systems



"ELEGANT ENGINEERED SOLUTIONS"

1180 Harwood Avenue, Suite 1000

Altamonte Springs, Florida 32714

Tel: 877.742.7677

Elegant engineered solutions



ALFRE-1

QP ID: KM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harr & Associates Insurance 11401 Seminole Blvd Largo, FL 33778 Kimberly Harr	727-393-9146	CONTACT NAME: Harr & Associates Ins Inc.	
		PHONE (A/C, No, Ext): 727-393-9146	FAX (A/C, No): 727-391-1754
		E-MAIL ADDRESS: coi@harrins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Evanston Insurance Co	
		INSURER B: Progressive Insurance	
		INSURER C: National Union Fire Ins Co Of	19445
		INSURER D: Brlgdfeld Employers Insuranc	
		INSURER E:	
		INSURER F:	

INSURED Alfred L. Croseman, Inc. dba Southern Switch & Controls Inc 865 Virginia Ave Palm Harbor, FL 34683	
---	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			3AA313182	11/25/2018	11/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			07712915-0	06/10/2019	06/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Basic PIP \$ 10,000
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS			22904437	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	830-40304	11/17/2018	11/17/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE

Evidence of Insurance
Informational Use Only
Contact Agent for COI

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim B. Harr

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

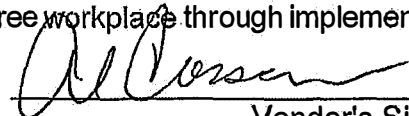
DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that
SOUTHERN SW, INC. + CONTRACTS 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 1893 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.


Vendor's Signature

9/6/2019
Date

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

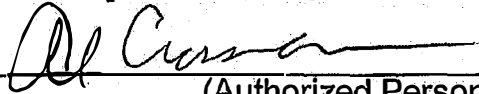
1

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

✓ We DO NOT take exception to the Bid Specifications.

 We TAKE exception to the Bid Specifications as follows:

Company Name: SOUTHERN SWITCH + CONTACTS

By: 
(Authorized Person's Signature)

AL CROSSMAN PRESIDENT
(Print or type name and title of signer)

Company Address: 855 VIRGINIA AVE
PALM HARBOR, FL 34683

Telephone Number: 727-789-0951

Toll Free Number: 800-926-3562

Fax Number: 727-789-0150

Date: 9/6/2019

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

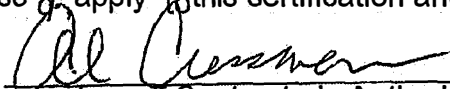
Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, SOUTHERN SWITCH & CONTRACTS certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

AL CROSSMAN President

Name and Title of Contractor's Authorized Official

9/6/2019
Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags



Signature of Contractor's Authorized Official

AL CROSSMAN PRESIDENT

Name and Title of Contractor's Authorized Official

9/6/2019
Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at Palm Harbor this 6th day of SEPTEMBER, 2019.

Proposer SOUTHERN SWITCH + CONTRACTS

By AL Crossman

Signature

AL Crossman

Printed or Typed Name

Title PRESIDENT

Complete Business Address of Proposer:

855 VIRGINIA AVE

PALM HARBOR, FL 34683

State of Incorporation

FLORIDA

Complete Address of Principal Office

855 VIRGINIA AVE

PALM HARBOR, FL 34683

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

AL Crossman

855 VIRGINIA AVE

PALM HARBOR, FL 34683

Telephone (727) 789-0951

Fax (727) 789-0750

E-Mail AL@SOUTHERNSWITCH.com

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared AL CROSSMAN, who, being by me first duly sworn, made the following statement:

1. The business name and address of SOUTHERN SWITCH + CONTACTS
[name of bidder or contractor]

is 855 VIRGINIA AVE PALM HARBOR FL 34683

2. My relationship to SOUTHERN SWITCH + CONTACTS
[name of bidder or contractor]

is PRESIDENT

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

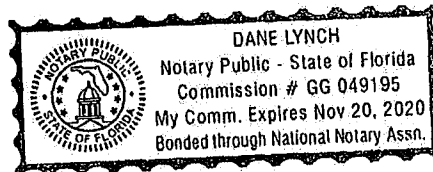
Al Chesman
Sworn to and subscribed before me in the state and county first mentioned

above on the 6th day of September, 2019.

Dane Lynch
Notary Public

(Affix Seal)

11/20/2020
My Commission Expires



Dane Lynch
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

Southern Switch + Controls
Firm

9/6/2019
Date

Al Crossman
Authorized Signature

PRESIDENT
Officer Title

Al Crossman
Printed or Typed Name

AOC - 7



JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

SUBSTATION AND GENERATING

STATION MAINTENANCE

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR AUGUST 2019

**BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

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Statement of No Bid	SONB-1
Affidavit of Compliance	AOC-1
Declaration Forms	AOC-2 – AOC-7

INVITATION TO BID

(This is not an order)

R
E
T TO: Florida Municipal Power Agency
U 8553 Commodity Circle
R Orlando, Florida 32819-9002
N Attn: Sharon Samuels

ITB FMPA 2019-034

Date Issued: August 28, 2019

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON SEPTEMBER 26, 2019, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

DESCRIPTION

**AUGUST 2019
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

ADVERTISEMENT

Proposal For

AUGUST 2019

FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT BID FOR ANNUAL REQUIREMENT FOR THE PROVISION OF SUBSTATION AND GENERATING STATION MAINTENANCE

INVITATION TO BID FMPA 2019-034

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 P.M., on September 26, 2019, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:

Beaches Energy Services
City of Bartow
City of Clewiston
City of Green Cove Springs
City of Homestead
City of Mount Dora
City of Starke
City of Wauchula
Ft. Pierce Utilities Authority
Keys Energy Services
Utilities Commission, City of New Smyrna Beach

Bid packages for this project may be obtained from FMPA via Internet from www.fmpa.com.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Substation and Generating Station Maintenance manufactured by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Substation and Generating Station Maintenance specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Clewiston	City of Green Cove Springs
City of Homestead	City of Mount Dora
City of Starke	City of Wauchula
Ft. Pierce Utilities Authority	Keys Energy Services
Utilities Commission, City of New Smyrna Beach	

Contractors providing Substation and Generating Station Maintenance are being sought to support the FMPA Members with services relating to Substation and Generating Station Maintenance as listed in the specification. This bid is for a one (1) year term; and consists of a joint estimated annual requirement of services.

2. PURCHASING SERVICES

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. SERVICES

Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. DEFINITIONS

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

SUCCESSFUL BIDDER – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all Contractors, subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, awarded bidder, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Award and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Award or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Award and/or a Participant Contract.

7. QUANTITIES

- 7.1 Participating Member(s) may purchase their requirements from the contract awardee(s); but this solicitation will NOT establish exclusive rights for the contract awardee(s).
- 7.2 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, or reflect unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected services/report until such time as the delivery is complete and accepted as contracted for.

8. EXTENSION OPTION

This bid may be extended annually by mutual agreement between the Project Participating Members and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 13. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

9. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

- 9.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 9.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 9.3 Pages BF-1, BF-3, and AOC-1 of this bid package are required forms and **MUST** be included in Bidder's response appropriately filled out and signed. Note: FEMA may fund aspects of this bid, which require the Bidder's execution of

applicable forms in this bid packet. Complete pages DF-1, AOC-2, and AOC-7 if applicable to Bidder.

- 9.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 9.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 9.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 9.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 9.8 The bid must be signed by an authorized agent or officer of the firm.
- 9.9 Each bidder shall submit with the bid complete manufacturer's description.
- 9.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 9.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

10. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

11. QUALITY TERMS/GUARANTY

The vendor guarantees that the services will be provided as specified and will be performed in a prompt and diligent manner. The guarantee period shall begin on the date of delivery and shall end twelve months later.

12. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a contracting business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting utility equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.

- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions Terms and Conditions, Technical Specifications, and Bid Forms

13. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 13.1 Vendor's labor cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 13.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 13.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 13.4 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

14. PRICES BID

- 14.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all services to the point of delivery.
- 14.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 14.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

15. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

- 16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the

specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

17. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

18. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract.

19. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

20. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Past performance on previous FMPA awards
- Time of Delivery or Schedule

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

23. CLARIFICATION AND ADDENDA

Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same.

However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or via Internet e-mail to bidinfo@fmipa.com, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, **clearly marked on the outside of package** with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
ATTN: Sharon Samuels

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. RESERVED RIGHTS

28.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by individual zone, or on a line item basis.

28.2 FMPA reserves the right to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

28.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.

28.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

29. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

30. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

31. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

32. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 32.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 32.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 32.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 32.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

33. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

34. INSURANCE REQUIREMENTS

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u>	
Statutory Coverage	Statutory Limits
Employers's liability including appropriate Federal Acts	\$500,000 each occurrence
<u>Commercial General Liability</u>	
Premises, Operations Products	\$1,000,000 each occurrence
Completed, Operations	
Contractual Liability	\$2,000,000 aggregate – bodily injury and property damage, combined single limit
Independent Suppliers	
<u>Automobile/Vehicle Liability</u>	
All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

35. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

- a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.
- b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.
- c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

36. ACCEPTANCE OF SERVICES

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

37. TERMINATION FOR DEFAULT

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

38. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

39. LIQUIDATED DAMAGES

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

40. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

41. SUSPENSION OF WORK

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

42. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

43. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

44. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

45. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

46. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

47. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original

copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

48. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

49. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

50. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

51. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

52. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

53. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

54. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

55. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

56. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

57. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

58. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

59. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

60. MINORITY BUSINESS UTILIZATION

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely effected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

61. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMFA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

62. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

63. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. CONTRACT HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

65. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

66. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

67. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

68. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

69. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

70. PROCUREMENT OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

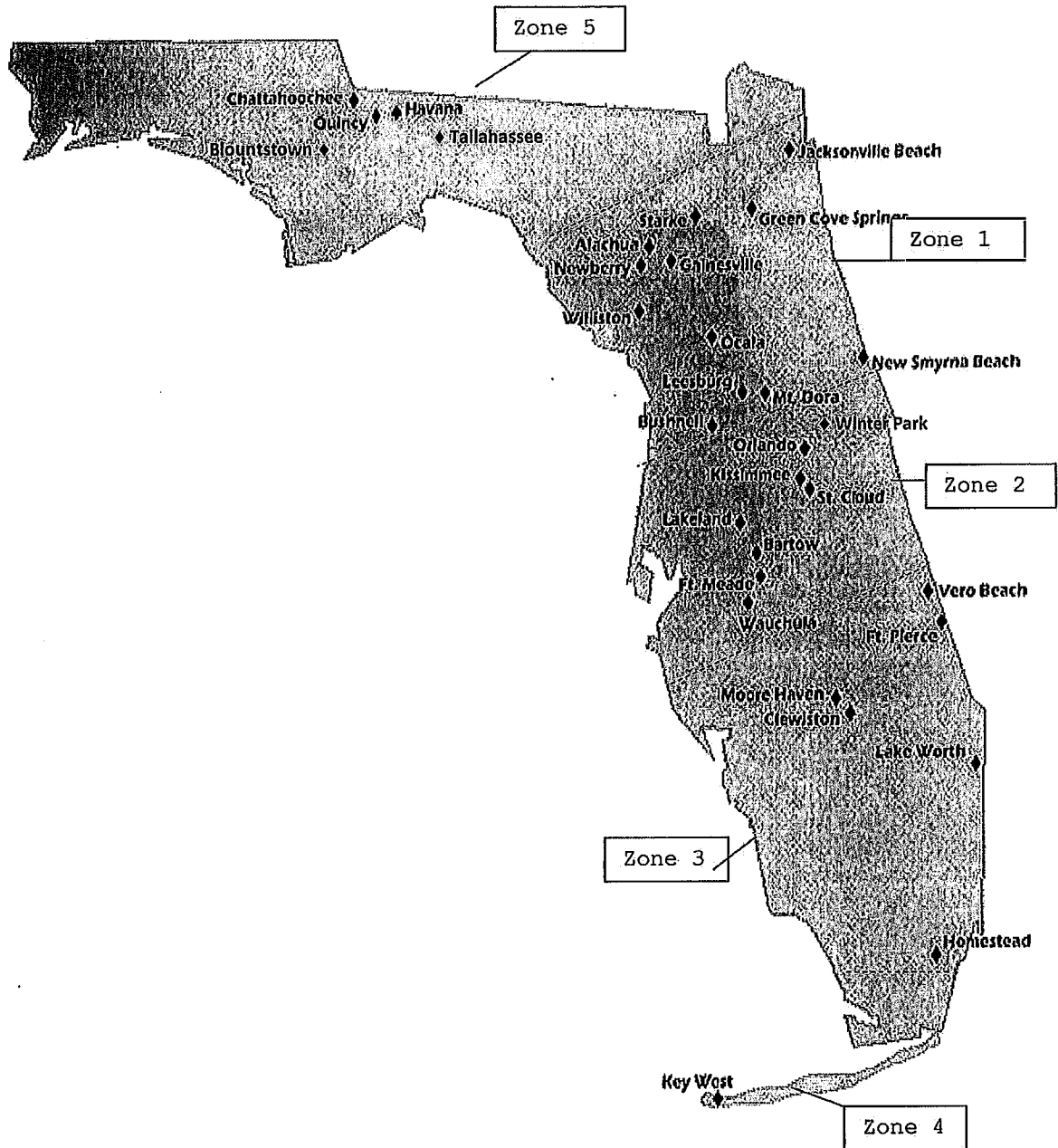
(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

71. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

LOCATION OF FMPA MEMBERS

State of Florida



TECHNICAL SPECIFICATION

FMPS SPECIFICATION FA-SGSM-1
SPECIFICATION FOR
SUBSTATION AND GENERATING STATION MAINTENANCE

1. SCOPE

- 1.1 This specification applies to services related to the inspection, maintenance, testing, repair, and installation requirements for electrical power delivery equipment located in electric power substations and generating facilities. It is the intent of these requirements to ensure that all electrical equipment is operating within industry standards and manufacturer's tolerances, and all work performed follows applicable standards and industry best practices.
- 1.2 Codes, Standards, References and Regulations – The Successful Bidder(s) will comply with all federal, state, county and city codes, standards and regulations.

All work shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
 - National Electrical Safety Code (NESC)
 - National Electrical Manufacturer's Association (NEMA)
 - American Society for Testing and Materials (ASTM)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - National Electrical Testing Association (NETA)
 - North American Electric Reliability Corporation (NERC)
 - National Institute of Standards and Technology (NIST)
 - American National Standards Institute (ANSI)
 - State and Local Codes and Ordinances
 - Insulated Power Cable Engineers Association (IPCEA)
 - Association of Edison Illuminating Companies (AEIC)
 - Occupational Safety and Health Administration (OSHA)
 - Environmental Protection Agency (EPA)
 - Florida Department of Environmental Protection (DEP)
- 1.3 Qualifications of Contractor, Sub-Contractors, and Personnel pertaining to testing functions
- 1.3.1 The Contractor shall be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated.
- 1.3.2 The Contractor shall be regularly engaged in the maintenance and testing of electrical utility equipment devices operating at voltages up to 230kV AC and 125V DC.
- 1.3.3 The Contractor shall use technicians who are regularly employed for electrical diagnostic testing services performed for electrical utilities.

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- 1.3.4 The Contractor shall submit appropriate documentation to demonstrate that it satisfactorily complies with NETA standards and/or manufacturer standards, where applicable.
- 1.3.5 The Contractor shall provide documentation to demonstrate that it holds proper insurance coverage to perform the scope of services provided in this bid specification.
- 1.4 Division of Responsibility
- 1.4.1 FMPA Member shall be responsible for all power switching of equipment and for providing equipment in a ready-to-work condition. The FMPA Member shall provide the testing organization with the following:
- A short-circuit analysis, a coordination study, and a protective device setting sheet, if applicable.
 - The most current set of electrical drawings and instruction manuals applicable to the scope of work relative to the equipment under test.
 - An itemized description of equipment to be inspected, tested or installed.
 - A determination of who shall provide a suitable and stable source of electrical power to each test site.
 - Notification of when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
 - Site-specific hazard notification and safety briefing.
- 1.4.2 The Contractor shall provide the following:
- All field technical services, tooling, equipment, instrumentation, and technical supervision to perform such tests and inspections.
 - Specific power requirements for test equipment.
 - Notification prior to commencement of any testing.
 - A timely notification of any system, material, or workmanship, which is found deficient on the basis of maintenance tests.
 - A written record of all tests and a final report.

2. GENERAL SUBSTATION SITE INSPECTION

2.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance activities:

- Perform perimeter fence safety inspection
- Confirm electrical hazard signs are posted around perimeter and visible to the public
- Perform visual inspection of all insulators and high voltage conductors and connections
- Walk-down entire facility looking for abnormal conditions (alarms on equipment, annunciator lights, relay targets, evidence of animals, oil leaks, growing vegetation, equipment rust, oil level gauges, SF6 pressure gauges, etc.)
- Inspect equipment ground connections.
- Verify site lighting is functional

3. CIRCUIT BREAKER INSPECTION AND MAINTENANCE REQUIREMENTS

3.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required for low and medium voltage circuit breakers:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Inspect operating mechanism
- Check and set all critical adjustments per manufacturer's specifications
- Operational test of breaker using a trip signal to the trip coil via lockout relay or other device
- Perform primary and or secondary current injection test
- Perform timing test
- Verify anti-pump function
- Measure contact resistance
- Measure insulation resistance
- Perform bushing power factor test
- Perform current transformer excitation test
- Check SF6 gas leaks and repair as necessary
- Add SF6 gas as necessary

4. CIRCUIT BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

4.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair or reconditioning as required:

4.1.1 Medium Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary, and control circuits. Open and close timing tests shall be performed
- Each circuit breaker shall be completely disassembled, including the operating mechanism, cleaned of all dirt, rust, or other foreign material. All steel frame parts shall be sand blasted to base metal and painted with high quality rust inhibiting paints while operator components shall be yellow zinc plated. All fits shall be checked and compared to available factory specification and parts shall be repaired or replaced as necessary upon approval.
- Each pole piece shall be removed from the frame and disassembled. All oxidation and corrosion shall be removed from the copper. All copper conductors shall be inspected and re-silver plated.
- All main, arcing, and primary disconnect contacts shall be cleaned and dressed prior to plating. Contact wipe and spring tension shall be tested and set to available factory specifications.
- The molded base of each pole piece will be cleaned, tested, and resealed as appropriate. If necessary, each piece will be baked to remove moisture prior to sealing.
- All parts shall be inspected, and any defective parts shall be replaced upon approval.
- After all parts are reconditioned, the breaker will be reassembled, lubricated, adjusted, and fully tested. Our standard testing includes high current testing as applicable, resistance testing of all contacts, meggering with 1000 volts from line to load, pole to pole, and pole to ground. Customer specified tests shall be included as requested. A full test report will be included with each breaker.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

4.1.2 High Voltage Circuit Breaker Rebuild Specification

- "As Found" inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary and control circuits. Open and close timing tests shall be performed.
- All energized components shall be inspected for evidence of overheating, burning, discoloration, pitting, corrosion, and tracking.
- Arc chutes and phase barriers will be inspected for physical damage, and dried out as needed. Blowout coils will be inspected and coil resistance measurements taken.

- Primary bushings shall be cleaned, inspected, tested.
- All main and arcing contacts shall be inspected, checked for wear and pitting, cleaned, and dressed.
- Control circuit switches, solenoids, relays, motors and wiring shall be inspected for proper operation and insulation resistance tested at 1000 VDC.
- All parts shall be inspected and tolerances shall be measured and compared to manufacturer's specifications then replaced and/or refurbished as appropriate with only manufacturer's parts. No "clone" or fabricated parts will be used.
- The circuit breaker shall be completely disassembled, including the operating mechanism.
- Steel frame parts shall be cleaned, sand blasted, and painted. Steel operator parts will be sand blasted and yellow zinc plated. Conducting members will be tumbled and re-silver plated.
- Breaker will be re-assembled, lubricated, and adjusted to manufacturer's specifications.
- Fully rewire using SIS wiring of like sizing with VW-1 rating.
- Mechanical operator and contact alignment checks shall be performed on both the breaker and operating mechanism including contact wipe, and gap in accordance with manufacturer's specifications and instructions.
- Interlocks, positions indicators, and operation counters will be adjusted and tested for proper operation.
- Breaker will be tested electrically and mechanically for proper operation.
- Perform contact resistance measurements on each phase.
- Perform insulation resistance tests on each pole, phase-to-ground, phase-to-phase, and line to load.
- Perform high potential test on each pole phase-to-phase and to ground.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

5. RELAY INSPECTION AND TESTING REQUIREMENTS

5.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of protective relays as required.

- Perform visual inspection
- Inspect gaskets, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, and contacts on electromechanical relays

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- Verify operation of light-emitting diodes, display, and targets.
- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.
- Perform insulation resistance test on each circuit branch to frame (electromechanical relays only).
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Perform electrical test as needed, per manufacturer's instructions, to verify that each device is operates as expected.
- Calibrate as necessary per manufacturer's instructions.
- Provide written tag on relay that states test date and test personnel.
- Provide "As-Found" and "As-Left" reports

6. METER INSPECTION AND TESTING REQUIREMENTS

6.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Perform visual inspection
- Verify meter connections are in accordance with meter and relay diagram
- Take voltage and current phasor measurements
- Test meter accuracy utilizing an independent source
- Calibrate as necessary

7. METAL CLAD BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

7.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair (or reconditioning) procedures as required:

- Replace and re-pitch of primary disconnect bottles
- Repair and recondition of racking mechanisms
- Repair and recondition of operating mechanism
- Replace vacuum bottles
- Replacement of current transformers, potential transformers, and control power transformers
- Clean bus and insulation
- Adjust torque
- Replace insulation components

8. POWER TRANSFORMER INSPECTION, MAINTENANCE, AND REPAIR REQUIREMENTS

8.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Record of all gauge readings and operation counters
- Check condition of desiccant
- Add nitrogen as necessary
- Record LTC position and counter reading
- Test cooling fans in manual operation
- Perform oil dielectric test
- Perform TTR test
- Perform DC winding resistance test
- Perform core demagnetization
- Measure leakage reactance
- Perform power factor tests
- Perform exciting current test
- Perform CT Excitation Test
- Perform test on sudden pressure relay

9. CIRCUIT SWITCHER AND DISCONNECT SWITCH INSPECTION AND MAINTENANCE REQUIREMENTS

9.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Perform operational test in manual and motor operated mode
- Lubricate all mechanical critical points as necessary
- Lubricate electrical contact surfaces as necessary
- Check the tightness of fasteners on current carrying parts
- Ensure proper switch alignment and adjust as necessary
- (Circuit switcher only) Perform DC resistance measurement across interrupter in open and close positions
- Perform DC resistance values for entire current carrying path

10. RECLOSER INSPECTION AND MAINTENANCE REQUIREMENTS

10.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform visual inspection
- Test battery
- Download stored data and provide information
- Perform timing test
- Perform operational test

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11. DC CONTROL CIRCUITRY INSPECTION AND TESTING REQUIREMENTS

11.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance procedures as required:

- Verify trip coils operates breaker or other interrupting device
- Verify proper operation of lockout devices and auxiliary relays
- Verify trip circuit paths from the relay to lockout devices and all trip coils
- Provide detailed list indicating all paths that have been verified. An acceptable method would be a DC schematic provided by the Member with mark-ups indicating all trip paths that have been successfully tested. Any portions not tested shall be marked accordingly.

12. PROTECTION COMMUNICATION SYSTEMS INSPECTION AND TESTING REQUIREMENTS

12.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Verify that the communications system is functional
- Verify that the communications system meets performance criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate).

13. INSTRUMENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

13.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inspect physical condition.
- Verify correct connection of transformers with system requirements.
- Verify that adequate clearances exist between primary and secondary circuit wiring.
- Verify the unit is clean.
- Verify all required grounding and shorting connections.
- Verify that current and voltage signal values are provided to the protective relays.
- Measure the primary and secondary currents and voltages and calculate the ratio. Ensure that calculated ratio is within expected tolerance. Where the primary voltage or current quantity cannot be measured with a test device, utilize an independent instrument transformer to obtain the primary value.
- Ensure the secondary current and voltage phase angles are within tolerance of expected values.

14. CURRENT TRANSFORMER INSPECTION AND TESTING REQUIREMENTS

14.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Inject currents at the source of each current transformer verify each device with a clamp-on ammeter to confirm that the current transformer strings are connected in accordance with the prints.
- Simulate actual load current and fault current operation of the substation electrical systems by injecting appropriate currents in the CT current. Verify proper operations of relays, meters, and other instruments.
- Measure and record the burden of each connected CT.
- Ensure that current signal reaches all relays and other instruments in accordance to prints.

15. POTENTIAL CIRCUIT TESTS

15.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Pull fuses from CCVT or PT junction boxes and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks. Check for proper voltages at all relays, instruments, switches, etc., to verify that the potential circuit is connected in accordance with the prints.
- Measure and record the burden of each potential circuit.
- Ensure that voltage signal reaches all relays and other instruments in accordance to prints.

16. BATTERY TESTING AND CHARGER REQUIREMENTS

16.1 The Contractor shall provide all necessary personnel and equipment to perform battery testing as required.

- Perform visual inspection on battery bank and charger
- Inspect condition of battery rack
- Verify electrolyte level and top off as necessary
- Verify charger AC current and voltage
- Test DC voltage
- Check charger output current and voltage
- Measure float current
- Check for unintentional grounds
- Check for evidence of corrosion on terminals
- Verify the annunciator and alarm circuit.
- Check all terminal connection torque and adjust as necessary
- Measure pilot cell voltage, specific gravity and electrolyte temperature
- Measure intercell/intracell resistance tests (after checking torque)
- Measure individual cell voltage

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- Replace the charger filter capacitor per manufacturer recommendation

16.2 When FMPA Member requests a capacity test, the Contractor and Member will agree which party will be responsible for providing a temporary DC supply. Capacity tests shall conform with applicable IEEE standard.

17. ANNUNCIATOR TESTS

17.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Check each annunciators input by closing or opening the trouble contact.
- Check all annunciator lamps, alarm, cutoff and reset operation.
- Verify operation of all auxiliary repeater contacts.

18. SCADA EQUIPMENT

18.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Visually inspect all equipment for damage and proper connection.
- Test SCADA communication over all communication systems.
- The SCADA system shall be functionally checked from Master Station to Remote Terminal Units to end device. All control, indication, alarm, and analog points shall be tested by initiating alarm contacts, trips and close commands and verifying analog inputs from transducers and other devices. All analog inputs shall be checked at 0, 25, 50, 75, and 100 percent of scale.
- Perform all manufacturer's recommended functional and operational tests to assure correctness of operation and equipment.

19. MINERAL OIL SERVICES

19.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform lab analysis in accordance with applicable IEEE standard.
- Filter oil to remove acids, dirt, dissolved gases, moisture and restore oil back to optimal performance specification.
- Add oil to bring level back to recommended level.

20. INSTALLATION AND REPLACEMENT OF EQUIPMENT

20.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Like-for-like replacement of any equipment covered in this specification.

- Installation of new equipment specified by FMPA Member where engineering drawings are provided by FMPA Member or are otherwise not required. Equipment may include items such as lightning arrestors, insulators, bus-bar, capacitor banks, wave traps, CCVTs.

21. LIVE LINE INSULATOR WASHING

21.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Wash insulators on energized equipment at voltages up to 138kV utilizing demineralized water
- Water shall be provided by the Contractor

22. SAFETY AND PRECAUTIONS

22.1 Safety practices shall include, but are not limited to, the following requirements:

22.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.

22.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.

22.1.3 Applicable state and local safety operating procedures.

22.1.4 Owner's safety practices.

22.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

22.2 A safety lead person shall be identified prior to commencement of work.

22.3 A safety briefing shall be conducted prior to the commencement of work.

22.4 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

23. TEST EQUIPMENT

23.1 The testing organization shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated.

23.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.

- 23.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)
- 23.4 Dated calibration labels shall be visible on all test equipment.
- 23.5 Records, which show date and results of instruments calibrated or tested, must be kept current.
- 23.6 Calibrating standard shall be of higher accuracy than that of the instrument tested.

24 ADDITIONAL EQUIPMENT

If heavy equipment or additional items (not accounted for in Contractor's bid pricing) are required to perform the scope of work, the cost of such items or equipment will require Participating Member(s) approval.

25 SUBMITTAL OF REPORTS

25.1 The report shall include the following:

25.1.2 A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.

25.1.3 All relevant test data. Where applicable, each value shall be labeled with a "pass" to indicate where values are acceptable or within tolerance, or "fail" to indicate otherwise.

25.1.4 A summary listing of problems or marginal conditions discovered, whether these items were corrected or still existed at completion of testing, and how corrected or recommendations for corrections (as applicable). Include comments or recommendations regarding any applicable concerns.

25.1.5 Document all "as found" and "as left" settings and adjustments.

25.2 The final report shall be completed and submitted to the substation or generating facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.

25.3 The final report shall be submitted both in hard copy and an electronic version.

26 BID SUBMISSION REQUIREMENTS

26.1 In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit::

26.1.2 A list of references with emphasis on work for electric utilities in the state of Florida. Please provide contact information for these references.

- 26.1.3 General description of test equipment to be used, including manufacturer and model number.
- 26.1.4 Resumes or qualifications of key personnel who will be performing tests, inspections, repairs and installations. This will include the documentation referred to in Section 1.3.4 indicating compliance with NETA and/or manufacturer's standards and licenses and certifications.
- 26.1.5 Identification and qualification of subcontractors. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications. If, after award of the bid, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from the FMPA Member(s).
- 26.1.6 Support requirements for on-site testing repairs.
- 26.1.7 Proof of Insurance coverage *(See Section 34 on Pg. TC-10).*

26.2 The Bid Form contains the following cost items:

- 26.2.2 Mileage rate and estimated distance to each participating city
- 26.2.3 Travel rate and estimated travel hours to each participating city
- 26.2.4 Cancellation charges
- 26.2.5 Breakdown/setup costs
- 26.2.6 Per diem rate for overnight stay
- 26.2.7 Material mark-up rate
- 26.2.8 Storm/Emergency related response rates
- 26.2.9 Hourly costs (straight time/overtime/premium) for technicians and electricians
- 26.2.10 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____	Dated _____
Number _____	Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)	Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city .						
Mileage rate (\$ per mile)		ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)								
		ZONE 2	City of Bartow	City of Wauchula				
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____		ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
		ZONE 4	Keys Energy Services					
Miscellaneous Charges:	Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization								
Charge if work is cancelled after mobilization								
Breakdown and setup costs								
Per diem rate if overnight stay is required								
Mark-up rate for materials								
Storm/Emergency-related response rate								
Additional charges (please provide explanation)								

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician			
Overtime Hourly Cost for Technician			
Premium Hourly Cost for Technician			
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician			
Overtime Hourly Cost for Electrician			
Premium Hourly Cost for Electrician			

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that _____ 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 1893 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.

Vendor's Signature

Date

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

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference FMPA ITB # 2019-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2019-034, August 2019, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-034

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 71 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement
Remedies
Equal Employment Opportunity
Contract Hours and Safety Standards Act
Clean Air Act
Federal Water Pollution control Act
Access to Records
Suspension and Debarment
Byrd Anti-Lobbying Amendment
Procurement of Recovered Materials
DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____

Signature

Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

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

(To be signed in the presence of a notary public or other officer authorized to
administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by
me first duly sworn, made the following statement:

1. The business name and address of _____
[name of bidder or contractor]

is _____

2. My relationship to _____
[name of bidder or contractor]

is _____

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the _____ day of _____, 20____.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2019-034

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name



Thanks for your interest in serving our Members.

**AMENDMENT 1 TO PIGGYBACK AGREEMENT BETWEEN
CITY OF MOUNT DORA AND FLO POWER LLC**

THIS AMENDMENT 1 is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757 (City), and Flo Power LLC, 14550 SE 139th Lane, East Lake Weir, Florida 32133 (Contractor) and shall modify the terms and conditions of that Piggyback Agreement between the parties, executed on the 19th day of November, 2019 (Agreement).

WHEREAS, in accordance with the Agreement, the Contractor is providing substation and generating station maintenance services to the City stemming from that Cooperative Contract with Florida Municipal Power Agency, dated September 23, 2019; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Contractor agree as follows:

1. Section 1, Term, of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 1. TERM.

The term of this Agreement shall be extended from year to year as mutually agreed by the parties without further written instrument, as long as the Substation and Generation Station Maintenance Service solicitation issued by Florida Municipal Power Agency remains valid and so long as no other terms or conditions of the Agreement are changed. In the event of revisions to any of the other terms and conditions of the Agreement, a written amendment, executed by both parties, shall be required.

2. Section 2, Services and Pricing is hereby amended to include the following price adjustments:

*Composite Exhibit "A" to the Agreement is hereby amended to include the revised pricing set forth in **Exhibit "A"** attached hereto, which is permitted in accordance with Paragraph 13 of the Terms and Conditions of Composite Exhibit "A" to the Agreement.*

3. All other terms and conditions of the Agreement not amended hereby, shall remain in full force and effect, and to the extent of any conflict between this Amendment 1, or any exhibits attached hereto, and the Agreement, or any exhibits thereto, this Amendment 1, and its exhibits, shall prevail.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 01 day
of October, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST, MAYOR

ATTEST:

JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen, City Attorney

FLO POWER LLC

Harry M. Dansky

Print: Harry M. Dansky

Title: Manager

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of _____ as
_____, of Flo Power LLC, who personally swore or affirmed that he/she
is authorized to execute this Agreement and thereby bind the Corporation, and who is personally
known to me or who produced D-521-373-61-374-6 as identification,
and who did/did not take an oath this 1 day of October, 2021.

(stamp)

Patsy J. Mickelson
NOTARY PUBLIC, State of Florida

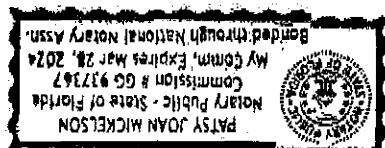


Exhibit “A”
Revised Pricing

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Travel Cost Breakdown:	Charge (\$)	Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city .						
Mileage rate (\$ per mile)	\$0.56	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	Utilities Comm. New Smyrna Bch.	
Travel Rate (\$ per hour per man)	\$120.00		483	483	483	0	0	
		ZONE 2	City of Bartow	City of Wauchula				
			362	483				
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. N/A		ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
			725	1,023				483
		ZONE 4	Keys Energy Services					
			1691					
Miscellaneous Charges:	Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization	\$0	Travel rates above are round trip per person. Crew makeup will be determined by job specific factors including schedule and safety requirements. Jobs lasting two weeks or longer will incur travel charges every two weeks per person. GSA Rates for lodging and per diem. https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup						
Charge if work is cancelled after mobilization	T&M Rates							
Breakdown and setup costs	T&M Rates							
Per diem rate if overnight stay is required	GSA Rates							
Mark-up rate for materials	10%							
Storm/Emergency-related response rate	OT Rates							
Additional charges (please provide explanation)	NA							

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services
Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	\$140		
Overtime Hourly Cost for Technician	\$187		
Premium Hourly Cost for Technician	\$187		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	\$120		All of our equipment technicians are NETA certified
Overtime Hourly Cost for Electrician	\$158		We are submitting the rates of our equipment technicians for
Premium Hourly Cost for Electrician	\$158		the electrician category.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of First Amendment to Financing Agreement for Christian Home and Bible School, Inc.

Introduction:

Amendment to the Financing Agreement allowing PNC Bank to acquire the original SWAP.

Discussion:

The City Council by Resolution 2017-53 agreed to issue conduit debt for the Mount Dora Christian Academy in the amount of \$6,250,000. This debt was issued to fund the stadium construction. The original note was through BBVA Spain. PNC Bank has subsequently merged with BBVA USA. This amendment will allow PNC Bank to switch the swap from BBVA Spain to PNC Bank. There are no other changes to the note.

Budget Impact:

The City has no liability for the Christian Home and Bible School, Inc indebtedness.

Strategic Impact:

Fiscal Sustainability

Recommendation Authorization for the Mayor to execute the First Amendment to the SWAP Note for the Revenue and Revenue Refunding Bond Series 2017.

Attachment(s):

1. ATTACHMENT #1 Reso No. 2017-53 Authorizing the Issuance of the City's Revenue & Revenue Refunding Bond - Mount Dora Christian Academy (Finance (1)
2. First Amendment to agreement with PNC

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 10/12/2021

Approved - 10/13/2021

Approved - 10/13/2021

Final Approval - 10/13/2021

RESOLUTION NO. 2017-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA (THE "ISSUER") AUTHORIZING THE ISSUANCE OF THE CITY'S REVENUE AND REVENUE REFUNDING BOND (MOUNT DORA CHRISTIAN ACADEMY PROJECT), SERIES 2017 (THE "BOND") IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,250,000 FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO CHRISTIAN HOME AND BIBLE SCHOOL, INC., DOING BUSINESS AS MOUNT DORA CHRISTIAN ACADEMY AND MOUNT DORA CHILDREN'S HOME (THE "BORROWER") TO REFINANCE A LOAN FROM SUNTRUST BANK USED TO FINANCE THE REFUNDING PROJECT AS DESCRIBED HEREIN, FINANCE AND REFINANCE THE 2017 PROJECT AS DEFINED HEREIN, AND PAY THE COSTS OF ISSUING THE BOND; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF BUT SHALL BE PAYABLE SOLELY FROM LOAN PAYMENTS HEREIN PROVIDED; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT AND RELATED DOCUMENTS; AWARDING THE SALE OF THE BOND BY A NEGOTIATED SALE TO COMPASS MORTGAGE CORPORATION; AUTHORIZING OFFICIALS OF THE CITY TO TAKE CERTAIN ACTION IN CONNECTION WITH THE ISSUANCE OF THE BOND; APPROVING THE BOND AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE BOND; REPEALING RESOLUTION 2017-03 ADOPTED JANUARY 3, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Christian Home and Bible School, Inc., doing business as Mount Dora Christian Academy and Mount Dora Children's Home (the "Borrower") has previously entered into a loan transaction with SunTrust Bank secured by the Series 2008 Bond (as defined below), the proceeds of which were used by the Borrower to finance the Refunding Project (as defined below); and

WHEREAS, the Borrower is now requesting that the City of Mount Dora, Florida (the "Issuer") issue its Revenue and Revenue Refunding Bond (Mount Dora Christian Academy Project), Series 2017 in a principal amount of not exceeding \$6,250,000 (the "Bond") and loan the proceeds of the Bond to the Borrower to: (i) refund a loan to the Borrower from SunTrust Bank which was secured by the Issuer's Revenue Bond (Christian Home and Bible School Project) Series 2008 (the "Series 2008 Bond"), the proceeds of which were used to finance and refinance the acquisition, improving and

additions to and capital expenditures for the Borrower's facilities (collectively, the "Refunding Project") with respect to the existing private school facility located at 301 West 13th Avenue, Mount Dora, Florida (the "School"); (ii) finance, refinance and reimburse the costs of additional capital improvements to the School's athletic facilities, including an athletic complex with an approximate 800 seat football stadium, track and field facilities, concession and restroom facilities, a scoreboard, and related improvements (the "2017 Project" collectively with the Refunding Project, the "Project"); and (iii) to pay the costs of issuing the Bond; and

WHEREAS, the Issuer and the Borrower have received a proposal from Compass Mortgage Corporation, and affiliate of BBVA Compass Bank (together with its successors and assigns as registered owner of the Bond, the "Purchaser") to purchase the Bond; and

WHEREAS, it is necessary and desirable to approve the form of and authorize the execution of a Financing Agreement and related Bond documents, and to specify the parameters for the interest rate, maturity date, prepayment provisions and other details for the Bond; and

WHEREAS, the Bond will be issued to finance and refinance the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA THAT:

SECTION 1. Authority. This resolution, hereinafter called the "Resolution," is adopted pursuant to the City's home rule powers set forth in Chapter 166, Part I and Part II, Chapter 159, Florida Statutes and other applicable provisions of controlling State and Federal law.

SECTION 2. Definitions. Unless the context otherwise requires, the terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings specified in the Financing Agreement attached hereto as Exhibit "1" (the "Agreement"). Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

SECTION 3. Interpretation. Whenever in this Resolution any governmental unit or body, including the Issuer, or any officer, director, board, department, commission, council, or agency of a governmental unit or body is defined or referred to, such definition or reference shall be deemed to include the governmental unit or body or officer, director, board, department, commission, council or agency succeeding to or in whom or which is vested, the functions, rights, powers, duties and obligations of such governmental unit or body or officer, director, board, department, commission, council or agency, as the case may be, encompassed by this Resolution. Unless the context shall clearly indicate otherwise in this Resolution: (i) references to sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding sections and subdivisions of this Resolution; (ii) the terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Resolution

only and to this Resolution as a whole and not to any particular section or subdivision hereof; and (iii) the term "heretofore" means before the date of adoption of this Resolution; the word "now" means at the time of enactment of this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

SECTION 4. Findings. Upon consideration of the documents described herein and the information presented to the Issuer at or prior to the date hereof, for purposes of Section 159.29, Florida Statutes, it is hereby ascertained, determined and declared as follows:

A. The Project is appropriate to the needs and circumstances of, and makes a contribution to the economic growth of the City of Mount Dora, Florida, will preserve gainful employment, and will serve a public purpose by providing for educational opportunities, consistent with Article VII, Section 10(c) of the *Constitution of the State of Florida*, by advancing the economic prosperity and the general welfare of the Issuer, the State, and the people thereof, and in particular, the issuance of the Bond is in the common interest of the people of the City of Mount Dora, Florida. As of the date hereof, the Borrower has represented and shown that it is financially responsible and fully capable of and willing to fulfill any obligations which it may incur in connection with the Project as contemplated by this Resolution. Based solely on representations of the Borrower and without obligating the Issuer in any way to provide any services or facilities, local government will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, if any, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom.

B. The Issuer hereby finds that the Agreement makes provision for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of the principal and interest on the Bond and all other costs incurred by the Issuer in connection with the Bond and the Project.

C. The Issuer has been advised that due to the desire to coordinate the sale of the Bond and due to the limited market for tax-exempt obligations such as the Bond, it is in the best interest of the Borrower to sell the Bond by negotiated sale, and the Issuer, wishing to obtain the best interest rate on the Bond for the benefit of the Borrower, has determined to sell the Bond by negotiated sale to the Bank, permitting the Issuer to enter such market at the most advantageous time, rather than at a specified advertised date, and accordingly it is in the best interest of the Issuer that a negotiated sale of the Bond be authorized.

SECTION 5. Authorization of Bond. For the purpose of making the Loan to the Borrower, there is hereby authorized to be issued under this Resolution a Bond in the total principal amount of not to exceed \$6,250,000.00 to be designated "City of Mount Dora, Florida Revenue and Revenue Refunding Bond (Mount Dora Christian Academy Project), Series 2017". The Bond shall be issued as fully registered Bond, shall be dated as of the date of issuance, shall mature, shall bear interest at a variable rate and shall have

such other terms and conditions, and shall be in the form of, the Bond attached to the Agreement as Exhibit "1", with such changes, alterations and corrections as may be approved by the Mayor, such approval to be conclusively presumed by the execution thereof by the Mayor. The Bond shall be issued on such date as shall be mutually agreed upon by the Bank, the Borrower and the Mayor. The Issuer hereby authorizes and directs the Mayor to execute the Bond and to deliver the same to the Bank, upon payment of the purchase price thereof, all as further provided in the Agreement.

SECTION 6. Bond Register. The Bond shall be registered as to principal and interest in the name of the Purchaser provided that the Bond may be transferred at the office of the Issuer by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Issuer, duly executed by the registered owner in person or by his duly authorized agent, and thereupon the Issuer will issue and deliver to the owner thereof at his expense, in the name of the transferee or transferees, a new registered Bond, having the same terms as the Bond so surrendered. Upon any transfer of the Bond, the Issuer will keep or cause to be kept a Bond register for the registration and transfer of ownership of the Bond, and, upon presentation for such purpose, the Issuer shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred such Bond on the Bond register. In every case of a transfer of the Bond, the surrendered Bond shall be canceled by the Issuer.

SECTION 7. Mutilated, Lost, Stolen or Destroyed Bond. In case the Bond shall become mutilated or be lost, stolen or destroyed, the Issuer shall cause to be executed and furnished to the owner new Bond in exchange and substitution for, and upon the cancellation of, the mutilated Bond or in lieu of and substitution for such lost, stolen or destroyed Bond. In every case the applicant shall furnish evidence satisfactory to the Issuer of the destruction, theft or loss of such Bond and indemnity satisfactory to the Issuer, and the Issuer shall charge the applicant for the issuance of such new Bond an amount sufficient to reimburse it for any expense incurred by it in the issuance thereof.

SECTION 8. Limited Obligation. THE BOND IS A LIMITED OBLIGATION OF THE ISSUER, PAYABLE SOLELY FROM THE LOAN PAYMENTS UNDER THE AGREEMENT AND THE SECURITY PROVIDED BY THE BORROWER RECEIVED FROM OR ON BEHALF OF THE BORROWER, THE BOND AND ANY AND ALL PAYMENTS OF ANY NATURE THEREUNDER SHALL BE PAYABLE SOLELY FROM AMOUNTS PROVIDED FOR SUCH PURPOSE BY THE BORROWER UNDER THE OTHER FINANCING DOCUMENTS AND NOT FROM OTHER FUNDS OR ANY SOURCE WHATSOEVER OF THE ISSUER.

SECTION 9. Covenant to Perform. The Issuer shall faithfully perform at all times all of its covenants, undertakings and agreements contained in this Resolution, in the Bond or in any proceedings of the Issuer pertaining thereto. The Issuer represents that it is duly authorized under the *Constitution* and laws of the State of Florida to issue the Bond and to adopt this Resolution and that all action on its part for the issuance of the Bond and the adoption of this Resolution has been duly and effectively taken; and that

the Bond will be a valid and enforceable limited obligation of the Issuer according to its terms, but only to the limited extent set forth herein.

SECTION 10. Covenant as to the Borrower. The Issuer covenants that it will fulfill its obligations, and it authorizes the Purchaser to require the Borrower to perform the duties and obligations of the Borrower, under the Agreement, it being understood that the Issuer has no obligation to pay debt service on the Bond or any other amounts to Bondholders, such being the obligation solely of the Borrower. The Issuer shall promptly notify the Bank of any actual or alleged Default of which it has actual knowledge and shall not execute or agree to any change, amendment, modification or supplement of or to any Bond document, except as is provided in the Bond documents.

SECTION 11. Enforcement of Agreement. The Purchaser may enforce all obligations of the Borrower, and may exercise all rights (except unassigned Issuer's rights) of the Issuer under the Bond documents whether or not the Issuer is in default hereunder.

SECTION 12. Further Instruments and Actions. At the request of the Borrower or the Purchaser, the Issuer shall execute and deliver such further instruments or take such further actions as may be reasonably required to carry out the purposes of this Resolution and the Bond documents.

SECTION 13. Amendments. No amendment to this Resolution shall become effective unless and until the Borrower and the Purchaser shall have consented thereto in writing.

SECTION 14. Limited Liability of Issuer. Anything in this Resolution or the Bond documents to the contrary notwithstanding, the performance by the Issuer of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of the Issuer for all warranties and other covenants hereunder, shall be limited solely to the Loan Payments and other revenues and receipts derived from the Borrower under the Bond documents, and the Issuer shall not be required to effectuate any of its duties, obligations, powers or covenants hereunder except to the extent of the receipt of such Loan Payments and other revenues and receipts. The Borrower shall pay any and all costs and expenses of the Issuer relating to the issuance of the Bond.

SECTION 15. No Personal Liability. No recourse under or upon any obligation, covenant or agreement contained in this Resolution, the Bond, any other Bond document or under any judgment, or by the enforcement of any assessment or by legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Resolution, shall be had against any member, agent, employee or officer, as such, past, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the holder of the Bond or otherwise of any sum that may be due and

unpaid by the Issuer upon the Bond. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any member or officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the holder of the Bond or otherwise, of any sum that may remain due and unpaid upon the Bond is hereby expressly waived and released as a condition of and in consideration for the execution of this Resolution and the issuance of the Bond.

SECTION 16. Limited Obligation. THE ISSUANCE OF THE BOND SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, LAKE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATSOEVER, OR TO LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN THEIR TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF PREMIUM, IF ANY, OR INTEREST ON SUCH BOND OR OTHER PECUNIARY OBLIGATIONS OR TO PAY THE SAME FROM ANY FUNDS THEREOF OTHER THAN SUCH REVENUES, RECEIPTS AND PROCEEDS SO PLEDGED, AND THE BOND SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY THE CITY, THE COUNTY OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, OTHER THAN THE CITY'S INTEREST IN THE BOND DOCUMENTS AND THE PROPERTY RIGHTS, RECEIPTS, REVENUES AND PROCEEDS PLEDGED THEREFOR UNDER AND AS PROVIDED IN THE BOND DOCUMENTS. THE BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS OF THE STATE OF FLORIDA, THE CITY OF MOUNT DORA, OR ANY POLITICAL SUBDIVISION OF THEREOF, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, NOR WILL THE BOND CONSTITUTE A MORAL OBLIGATION OF THE CITY OR A CHARGE AGAINST ITS CREDIT.

SECTION 17. Laws Governing; Venue. This Resolution shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Florida. Venue as to any dispute shall be in the Circuit Court in and for Lake County, Florida.

SECTION 18. The Bond Documents. The Agreement in the form thereof attached hereto as Exhibit "1", with such changes, alterations and corrections as may be approved by the Mayor and the City Manager, such approval to be conclusively presumed by the execution thereof by the Mayor and the City Manager, are hereby approved by the Issuer, and the Issuer hereby authorizes and directs the Mayor and the City Manager to execute such Bond documents, simultaneous with the issuance of the Bond, and to deliver the Bond documents to the Borrower all of the provisions of which, when executed and delivered by the Issuer as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein. It is not necessary for the seal of the Issuer to be impressed upon any Bond document.

SECTION 19. No Third Party Beneficiaries. Except as herein or in the documents herein mentioned otherwise expressly provided, nothing in this Resolution or

in such documents express or implied, is intended or shall be construed to confer upon any Person other than the Issuer, the Purchaser and the Borrower any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof or of such documents; this Resolution and such documents being intended to be and being for the sole and exclusive benefit of such parties.

SECTION 20. Prerequisites Performed. All acts, conditions and prerequisites relating to the passage of this Resolution and required by the Constitution or laws of the State of Florida to happen, exist and be performed precedent to and in the passage hereof have happened, exist and have been performed as so required.

SECTION 21. General Authority; Implementing Actions. The Mayor, the City Manager, the City Attorney and the other officers and employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution and the other Bond documents or desirable or consistent with the requirements hereof or thereof, for the full punctual and complete performance of all terms, covenants and agreements contained in the Bond, this Resolution and the other Bond documents.

SECTION 22. Resolution Constitutes a Contract. The Issuer covenants and agrees that this Resolution shall constitute a contract between the Issuer and the holders from time-to-time of the Bond and that all covenants and agreements set forth herein and in the Bond Documents and to be performed by the Issuer shall be for the benefit and security of the holder of the Bond.

SECTION 23. Covenant Regarding Tax Status of Bond. The Issuer covenants that it will not knowingly take any action, or knowingly fail to take any action, and will not fail to take any action reasonably requested by the Bank or the Borrower, and will not take any action which the Bank or the Borrower reasonably requests it not to take, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bond for federal income tax purposes.

SECTION 24. Notices. Any notice, request, complaint, demand, communication or other paper given under or with respect to any Bond Document shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail to the Notice Address of the Issuer.

SECTION 25. Repealer. All resolutions or ordinances or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of any such conflict, hereby superseded and repealed.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

SECTION 27. Limited Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser of the Bond, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bond, or (iv) any necessary governmental approval relating to the Project, and the Issuer shall not

be construed by reason of its adoption of this resolution to have made any such endorsement, finding or recommendation or to have waived any of the Issuer's rights or estopping the Issuer from asserting any rights or responsibilities it may have in that regard.

SECTION 28. Tefra Approval. The issuance by the Issuer of the Bond and the financing and refinancing of the Project, all of which will be owned by the Borrower, is hereby approved pursuant to and in accordance with Section 147(f) of the Code, and the City Clerk shall keep on file the affidavit of publication for the notice of public hearing.

SECTION 29. Severability. If any one or more of the covenants, agreements, or provisions contained herein or in the Bond shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions hereof and thereof and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bond.

SECTION 30. Repeal of Resolution. Resolution No. 2017-03 adopted by the Issuer on January 3, 2017 is hereby repealed and is null and void, and no longer in force or effect.

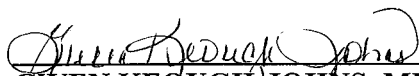
PASSED AND ADOPTED this 18th day of April, 2017.



NICK GIRONE

MAYOR of the City of Mount Dora Florida

ATTEST:



GWEN KEOUGH JOHNS, MMC
CITY CLERK

For use and reliance of the
Mount Dora City Council only
Approved as to form and legality.

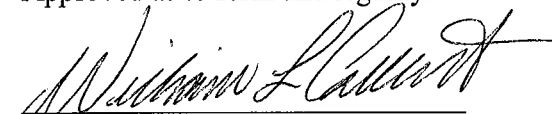

William Colbert, City Attorney

EXHIBIT 1
FINANCING AGREEMENT

FINANCING AGREEMENT

Among

COMPASS MORTGAGE CORPORATION,
as Bondholder

and

CITY OF MOUNT DORA, FLORIDA,
as Issuer

and

CHRISTIAN HOME AND BIBLE SCHOOL, INC.,
as Borrower

Dated as of April 1, 2017

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated as of April 1, 2017 (this "Agreement") among **Compass Mortgage Corporation** (with its successors and assigns, the "Bondholder"), the **City of Mount Dora, Florida**, a municipal corporation duly created and existing under the laws of the State of Florida (the "Issuer"), and **Christian Home and Bible School, Inc.**, a not-for-profit corporation duly incorporated and validly existing under the laws of the State of Florida and a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower").

WHEREAS, the Issuer is authorized and empowered under the laws of the State, including the Constitution of the State of Florida, Chapter 166, Florida Statutes and Part II, Chapter 159, Florida Statutes (the "Act"), to issue revenue bonds and to enter into loan agreements, contracts and other instruments and documents necessary or convenient to make loans for the purpose of facilitating the financing and refinancing of various types of "projects" as described in the Act, including the Project (as defined herein) and to pay costs related to any such refinancing or financing; and

WHEREAS, in furtherance of the purposes of the Act, the Issuer, at the request of the Borrower, proposes to, pursuant to this Agreement, issue its Revenue and Revenue Refunding Bond (Christian Home and Bible School Project), Series 2017, in a principal amount not exceeding \$6,250,000 (the "Series 2017 Bond") and lend the proceeds thereof to the Borrower for the principal purpose of (i) refunding the outstanding City of Mount Dora, Florida Revenue Bond (Christian Home and Bible School Project), Series 2008 (the "Refunded Bond"), (ii) financing, refinancing, and reimbursing costs of the Project and paying costs of the issuance of the Series 2017 Bond; and

WHEREAS, the Bondholder proposes to purchase the Series 2017 Bond from the Issuer by making Advances (as hereinafter defined) in order to provide funds for the financing and reimbursing costs of the Project, the refunding of the Refunded Bond and paying costs of issuance of the Series 2017 Bond pursuant to the terms hereof; and

WHEREAS, the Borrower shall make Loan Payments (as hereinafter defined) directly to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer pursuant to the terms set forth in this Agreement; and

WHEREAS, this Agreement and the Series 2017 Bond shall not be deemed to constitute a debt or liability of the Issuer, the State of Florida or any political subdivision or agency thereof, or a pledge of the faith and credit or taxing power of the Issuer, the State of Florida or any political subdivision or agency thereof, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Borrower to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, the Bondholder, the Issuer and the Borrower agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.01. DEFINITIONS. Terms defined in the preamble hereto shall have the meanings ascribed thereto in such preamble and terms defined in Exhibit "C" hereto shall have the meanings ascribed thereto in such Exhibit when used in the body hereof. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

"ADA Agreement" means the Agreement to Comply with the Americans with Disabilities Act of 1990 dated as of April 1, 2017 between the Borrower and Bondholder.

"Advance" or **"Advances"** means the borrowing of the proceeds of the Series 2017 Bond and each Advance represents a portion of the purchase price of the principal amount of the Series 2017 Bond being issued by the Issuer and purchased by the Bondholder, the proceeds of which are being loaned by the Issuer to the Borrower.

"Affiliate" means, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person. For the purposes of this definition, "Control" shall mean the power, directly or indirectly, either to (i) vote 5% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of a Person or (ii) direct or cause the direction of the management and policies of a Person, whether through the ability to exercise voting power, by control or otherwise. The terms "Controlled by" and "under common Control with" have the meanings correlative thereto.

"Agreement" means this Agreement, including all exhibits and schedules hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Anti-Terrorism Order" means Executive Order 13224, signed by President George W. Bush on September 23, 2001.

"Applicable Percentage" means (i) during the Initial Placement Period, 65%, and (ii) during any Placement Period after the Initial Placement Period, the percentage determined by the Remarketing Agent as the "Applicable Percentage" pursuant to Section 2.03(e), provided, however, in no event shall the Applicable Percentage be less than 65% or more than 135%.

"Applicable Spread" means (i) during the Initial Placement Period, 1.14% and (ii) during any Placement Period after the Initial Placement Period, such percentage as is determined by the Remarketing Agent as the "Applicable Spread," pursuant to (e); notwithstanding the foregoing, during the Initial Placement Period, the "Applicable Spread" shall mean 1.14% and during any Placement Period after the Initial Placement Period, the "Applicable Spread" shall mean such percentage as is determined by the Remarketing Agent pursuant to Section 2.03(e).

"Base Rate" means the higher of (i) the per annum rate that Compass Bank announces from time to time as its prime lending rate, as in effect from time to time, and (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%) per annum. Compass Bank's prime lending rate is a reference or benchmark rate, is purely discretionary, and does not necessarily represent the lowest or best rate actually charged to any customer. Compass Bank may make commercial loans or other loans at rates of interest at, above, or below its prime lending rate. Each change in Compass Bank's prime lending rate or the Federal Funds Rate shall be effective from and including the date of such change.

"Bond Counsel" means Bryant Miller Olive P.A., and thereafter any attorney at law or firm of attorneys retained by the Issuer, of nationally recognized experience in matters pertaining to the validity of, and exclusion from gross income for federal income tax purposes of interest on, the obligations of states and their political subdivisions, acceptable to the Issuer and the Bondholder and duly admitted to practice law before the highest court of any state of the United States or the District of Columbia.

"Bondholder" means (a) Compass Mortgage Corporation (b) any surviving, resulting or transferee corporation of Compass Mortgage Corporation, and (c) except where the context requires otherwise, any registered owner of the Series 2017 Bond meeting the criteria set forth in Section 2.09 hereof.

"Bondholder Put Date" means May 1, 2027, unless modified as provided in the definition of "Mandatory Purchase Date."

"Borrower" means the Christian Home and Bible School, Inc., a Florida not-for-profit corporation, doing business as Mount Dora Christian Academy and Mount Dora Children's Home and any successor, surviving, resulting or transferee entity.

"Budget" shall mean the cost breakdown prepared by Borrower setting forth the costs of the Project, as may be amended from time to time with the consent of the Noteholder in its sole discretion. The Budget has been approved by the Noteholder prior to the Delivery Date.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in Orlando, Florida are authorized or required by law to close.

"Capital Stock" shall mean all shares, options, warrants, general or limited partnership interests, membership interests or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Exchange Act).

"Change in Law" means the occurrence of any of the following: (i) the adoption of any applicable law, rule or regulation after the date of this Agreement, (ii) any change in any applicable law, rule or regulation, or any change in the interpretation, implementation or application thereof, by any Governmental Authority after the date of this Agreement, or (iii) compliance by the Bondholder with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided, that for purposes of this Agreement, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Clerk" means the City Clerk of the Issuer or any deputy or assistant City Clerk.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code, the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions).

"Collateral Assignment of Hedge" means the Collateral Assignment of Hedge dated as of the date hereof between the Borrower and the Bondholder.

"Collateral Assignment of Rents" means the Collateral Assignment of Rents, Contracts and Leases dated as of April 1, 2017, from the Borrower to the Bondholder, as it may be amended or restated from time to time.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. §1 et. seq.), as amended and together with any successor statute.

"Contractual Obligation" of any Person shall mean any provision of any security issued by such Person or of any agreement, instrument or undertaking under which such Person is obligated or by which it or any of the property in which it has an interest is bound.

"Cost" with respect to the Project shall be deemed to include all items permitted to be financed and refinanced under the provisions of the Code and the Act, including, without limitation, Issuance Costs.

"Default" means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article VIII hereof.

"Default Rate" means the lesser of (a) Prime Rate plus 4% and (b) the highest permissible rate under applicable law.

"Delivery Date" means the date of initial acquisition by the Bondholder of the Series 2017 Bond.

"Determination of Taxability" means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Series 2017 Bond is or was includable in the gross income of the Bondholder for Federal income tax purposes; provided, however, that no such decree, judgment, or action will be considered final for this purpose unless the Borrower has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Bondholder, and until the conclusion of any appellate review, if sought.

"Dollar," "Dollars," "U.S. Dollars" and the symbol "\$" means lawful money of the United States of America.

"Environmental Indemnity" means that certain Environmental Warranty and Indemnity Agreement dated as of January 1, 2017, executed by the Borrower and the Bondholder, in its individual capacity and as Collateral Agent, as it may be supplemented and amended from time to time.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities), of the Borrower or any Affiliate directly or indirectly resulting from or

based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any actual or alleged exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time, and any successor statute thereto and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means any Person that for purposes of Title I or Title IV of ERISA or Section 412 of the Code would be deemed at any relevant time to be a "single employer" or otherwise aggregated with the Borrower or any of its Subsidiaries (if any) under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"ERISA Event" means (i) any "reportable event" as defined in Section 4043 of ERISA with respect to a Plan (other than an event as to which the PBGC has waived under subsection .22, .23, .25, .27 or .28 of PBGC Regulation Section 4043 the requirement of Section 4043(a) of ERISA that it be notified of such event); (ii) any failure to make a required contribution to any Plan that would result in the imposition of a lien or other encumbrance or the provision of security under Section 430 of the Code or Section 303 or 4068 of ERISA, or the arising of such a lien or encumbrance, there being or arising any "unpaid minimum required contribution" or "accumulated funding deficiency" (as defined or otherwise set forth in Section 4971 of the Code or Part 3 of Subtitle B of Title 1 of ERISA), whether or not waived, or any filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code or Section 303 of ERISA with respect to any Plan or Multiemployer Plan, or that such filing may be made, or any determination that any Plan is, or is expected to be, in at-risk status under Title IV of ERISA; (iii) any incurrence by the Borrower, any of its Subsidiaries (if any) or any of their respective ERISA Affiliates of any liability under Title IV of ERISA with respect to any Plan or Multiemployer Plan (other than for premiums due and not delinquent under Section 4007 of ERISA); (iv) any institution of proceedings, or the occurrence of an event or condition which would reasonably be expected to constitute grounds for the institution of proceedings by the PBGC, under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan; (v) any incurrence by the Borrower, any of its Subsidiaries (if any) or any of their respective ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan, or the receipt by the Borrower, any of its Subsidiaries (if any) or any of their respective ERISA Affiliates of any notice that a Multiemployer Plan is in endangered or critical status under Section 305 of ERISA; (vi) any receipt by the Borrower, any of its Subsidiaries (if any) or any of their respective ERISA Affiliates of any notice, or any receipt by any Multiemployer Plan from the Borrower, any of its Subsidiaries (if any) or any of their respective ERISA Affiliates of any notice, concerning

the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (vii) engaging in a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA; or (viii) any filing of a notice of intent to terminate any Plan if such termination would require material additional contributions in order to be considered a standard termination within the meaning of Section 4041(b) of ERISA, any filing under Section 4041(c) of ERISA of a notice of intent to terminate any Plan, or the termination of any Plan under Section 4041(c) of ERISA.

"Event of Default" has the meaning assigned to such term in Section 8.01 hereof.

"Excluded Taxes" means, with respect to the receipt by the Bondholder of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of the Bondholder being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, and (b) any U.S. federal withholding Taxes that are imposed on amounts payable to the Bondholder pursuant to a law in effect on the date hereof, except in each case to the extent that amounts with respect to such Taxes are imposed as a result of a failure by the Bondholder to satisfy the conditions for avoiding withholding under FATCA.

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b) of the Code.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by BBVA Compass Bank or an Affiliate from three Federal funds brokers of recognized standing selected by BBVA Compass Bank or an Affiliate.

"Fiscal Quarter" means any fiscal quarter of the Borrower.

"Fiscal Year" means any fiscal year of the Borrower.

"GAAP" means generally accepted accounting principles as defined by the Financial Accounting Standards Board and applicable to not-for-profit corporations, or such other accounting methodology as may be adopted within the United States, as from

time to time in effect that are consistently applied and, when used with respect to the Borrower, are consistent with the accounting practices of the Borrower.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly and including any obligation, direct or indirect, of the guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued in support of such Indebtedness or obligation; provided, that the term "Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which Guarantee is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any agreement evidencing or related to a Hedging Transaction.

"Hedging Obligations" of any Person shall mean any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired under (i) any and all Hedging Transactions, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Hedging Transactions and (iii) any and all renewals, extensions and modifications of any Hedging Transactions and any and all substitutions for any Hedging Transactions.

"Hedging Transaction" of any Person means (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into by such Person that is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond option, interest rate option, foreign exchange transaction, rate cap transaction, rate floor transaction, rate collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, spot transaction, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Indebtedness" of any Person means, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person in respect of the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business; provided that, for purposes of Section 8.01(f) of this Agreement, trade payables overdue by more than 120 days shall be included in this definition except to the extent that any of such trade payables are being disputed in good faith and by appropriate measures), (iv) all obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such Person, (v) all Capital Lease Obligations of such Person, (vi) all obligations, contingent or otherwise, of such Person in respect of letters of credit, acceptances or similar extensions of credit, (vii) all Guarantees of such Person of the type of Indebtedness described in clauses (i) through (vi) above, (viii) all Indebtedness of a third party secured by any Lien on property owned by such Person, whether or not such Indebtedness has been assumed by such Person, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any Capital Stock of such Person, (x) all Off-Balance Sheet Liabilities and (xi) all Hedging Obligations. The Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or a joint venturer, except to the extent that the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower hereunder or under any Other Financing Document.

"Initial Placement Period" means the period from the Delivery Date until the earlier of the first Mandatory Purchase Date thereafter or the maturity date or redemption date of the Series 2017 Bond during which period the Series 2017 Bond shall bear interest at the initial Interest Rate.

"Interest Payment Date" means the first Business Day of each month, commencing on _____ 1, 2017, and the final maturity date of the Series 2017 Bond.

"Interest Rate," except as otherwise provided herein, means a per annum rate equal to the Applicable Percentage multiplied by the sum of LIBOR plus the Applicable Spread, and subject to adjustment to reflect changes in LIBOR in accordance with Section 2.03 hereof.

"Interest Rate Determination Date" means the Delivery Date and thereafter the first Business Day of each calendar month.

"Investor Letter" shall mean the form of Investor Letter attached hereto as Exhibit F.

"Issuance Costs" means all costs and expenses of issuance of the Series 2017 Bond, including, but not limited to, (a) fees of the Bondholder, if any; (b) counsel fees (including bond counsel, Bondholder counsel, Issuer's counsel and counsel to the Borrower, as well as any other specialized counsel fees incurred in connection with the issuance of the Series 2017 Bond); (c) financial advisory fees of the Borrower incurred in connection with the issuance of the Series 2017 Bond; (d) paying agent and certifying and authenticating agent fees related to issuance of the Series 2017 Bond; (e) accountant fees and expenses related to the issuance of the Series 2017 Bond; (f) publication costs associated with the financing proceedings; (g) any fees paid to the Issuer; (h) engineering and feasibility studies necessary to the issuance of the Series 2017 Bond; (i) any other fees and costs deemed issuance costs by Section 1.150-1(b) of the Income Tax Regulations. Any title insurance costs, survey costs and costs of environmental reports and appraisals, shall be considered payable as Qualified Project Costs hereunder.

"LIBOR" means that rate per annum effective on any Interest Rate Determination Date which is equal to the quotient of: (i) the rate per annum equal to the offered rate for deposits in U.S. Dollars for a one (1) month period, which rate appears on that page of Reuters reporting service, or such similar service as determined by Purchaser, that displays ICE Benchmark Administration ("ICE") (or any successor thereto if ICE is no longer making a London Interbank Offered Rate available) interest settlement rates for deposits in U.S. Dollars as of 11:00 a.m. (London, England time) two (2) LIBOR Business Days prior to the Interest Rate Determination Date; provided, that if no such offered rate appears on such page, the rate used for such Interest Period will be the per annum rate of interest determined by the Purchaser to be the rate at which U.S. dollar deposits for the Interest Period, are offered to the Purchaser in the London Interbank Market as of 11:00 a.m. (London, England time), on the day which is two (2) LIBOR

Business Days prior to the Interest Rate Determination Date, divided by (ii) a percentage equal to 1.00 *minus* the maximum reserve percentages (including any emergency, supplemental, special or other marginal reserves) expressed as a decimal (rounded upward to the next 1/100th of 1%) in effect on any day to which the Purchaser or an Affiliate thereof is subject with respect to any LIBOR loan pursuant to regulations issued by the Board of Governors of the Federal Reserve System with respect to eurocurrency funding (currently referred to as "eurocurrency liabilities" under Regulation D). This percentage will be adjusted automatically on and as of the effective date of any change in any reserve percentage. If quotient is less than zero, LIBOR shall be deemed to be zero.

"LIBOR Business Day" means a day on which the Bondholder is open for business and on which dealings in U.S. dollar deposits are carried on in the London Inter-Bank Market.

"Lien" means, as to any asset, (a) any lien, charge, claim, mortgage, security interest, pledge or other encumbrance of any kind with respect to such asset, (b) any interest of a vendor or lessor under any conditional sale agreement, capitalized lease or other title retention agreement relating to such asset, (c) any reservation, exception, encroachment, easement, right of way, covenant, condition, restriction, lease or other title exception affecting such asset, or (d) any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

"Loan" means the loan of the proceeds of the Series 2017 Bond by the Issuer to the Borrower pursuant to this Agreement.

"Loan Payments" means the payments required to be made by the Borrower for repayment of the Loan pursuant to the provisions of this Agreement and the Series 2017 Bond. As provided in Article II hereof, Loan Payments shall be payable by the Borrower directly to the Bondholder as holder of the Series 2017 Bond and assignee of the Issuer.

"Mandatory Purchase Date" means each Bondholder Put Date, unless the Borrower shall have received written notice from the Bondholder not less than 120 days (or such shorter period of time as shall have been agreed to by the Borrower in writing) prior to the applicable Bondholder Put Date that such Bondholder has elected not to tender such Series 2017 Bond for purchase on such Bondholder Put Date whereupon such due date shall not be a Mandatory Purchase Date; and in the event the Bondholder elects not to tender such Series 2017 Bond for purchase upon any Bondholder Put Date as described above, the Bondholder may also deliver written notice to the Borrower establishing or modifying the date of the next succeeding Bondholder Put Date or Dates, and, from and after such notice, the succeeding Bondholder Put Date(s) shall be the

date(s) specified in such notice unless and until modified by subsequent notice pursuant to the terms hereof.

"Material Adverse Effect" means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singularly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, resulting in a material adverse change in, or a material adverse effect on, (a) the business, results of operations, financial condition, assets, liabilities or prospects of the Borrower and its Affiliates taken as a whole, (b) the ability of the Borrower and its Affiliates to perform any of their obligations under this Agreement or any Other Financing Documents to which they are parties, (c) the rights and remedies of the Bondholder under this Agreement or any of the Other Financing Documents or (d) the legality, validity or enforceability of this Agreement or any of the Other Financing Documents.

"Material Indebtedness" means any Indebtedness of the Borrower or any of its Subsidiaries (if any), individually or in an aggregate committed or outstanding principal amount exceeding \$10,000. For purposes of determining the amount of attributed Indebtedness from Hedging Obligations, the "principal amount" of any Hedging Obligations at any time shall be the Net Mark-to-Market Exposure of such Hedging Obligations.

"Mayor" means the Mayor of the Issuer, or such other person or persons who are authorized to act on his behalf, including the Vice Mayor.

"Mortgage" means the Mortgage and Security Agreement dated as of _____, 2017, from the Borrower to the Bondholder, in its individual capacity and as Collateral Agent, as the same may be supplemented and amended.

"Multiemployer Plan" means any "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, which is contributed to by (or to which there is or may be an obligation to contribute of) the Borrower, any of its Subsidiaries (if any) or an ERISA Affiliate, and each such plan for the five-year period immediately following the latest date on which the Borrower, any of its Subsidiaries (if any) or an ERISA Affiliate contributed to or had an obligation to contribute to such plan.

"Net Mark-to-Market Exposure" of any Person means, as of any date of determination with respect to any Hedging Obligation, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from such Hedging Obligation. "Unrealized losses" means the fair market value of the cost to such Person of replacing the Hedging Transaction giving rise to such Hedging Obligation as of the date of determination (assuming such Hedging Transaction were to be terminated as of that date), and "unrealized profits" means the fair market value of the gain to such Person of

replacing such Hedging Transaction as of the date of determination (assuming such Hedging Transaction were to be terminated as of that date).

"Net Proceeds" means the proceeds of the Series 2017 Bond reduced by amounts in a reasonably required reserve or replacement fund.

"Off-Balance Sheet Liabilities" of any Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any liability of such Person under any sale and leaseback transactions which do not create a liability on the balance sheet of such Person, (c) any synthetic lease obligation or (d) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person.

"Opinion of Bond Counsel" means an opinion signed by Bond Counsel to the effect that either (a) a particular action or inaction described therein will not, in and of itself, cause the interest on the Series 2017 Bond not to be excludable from gross income of the Bondholder for federal income tax purposes, or (b) the interest on the Series 2017 Bond is excluded from the gross income of the Bondholder thereof for purposes of federal income taxation.

"OSHA" means the Occupational Safety and Health Act of 1970, as amended, and any successor statutes thereto.

"Other Connection Taxes" means Taxes imposed as a result of a present or former connection between the Bondholder and the jurisdiction imposing such Tax (other than connections arising from the Bondholder having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced in this Agreement or any Other Financing Document, or sold or assigned an interest in this Agreement or any Other Financing Document).

"Other Financing Documents" means the Tax Agreement, ADA Agreement, the Mortgage, the Environmental Indemnity, the Collateral Assignment of Contracts, the Collateral Assignment of Hedge, and the Collateral Assignment of Rents.

"Par" means one hundred percent (100%) of the principal amount of the Series 2017 Bond, as the context may require, exclusive of accrued interest.

"Parent Company" means, with respect to the Bondholder, the "bank holding company" (as defined in Regulation Y), if any, of the Bondholder, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of the Bondholder.

"Patriot Act" means the USA PATRIOT Improvement and Reauthorization Act of 2005 (Pub. L. 109-177 (signed into law March 9, 2006)), as amended and in effect from time to time.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor entity performing similar functions.

"Person" means an individual, corporation, partnership, joint venture, trust, unincorporated organization or any other juridical entity, or a foreign state or any agency or political subdivision thereof.

"Placement Period" means the period from and including each Bondholder Put Date to but not including the earlier of the next succeeding Bondholder Put Date or the final maturity date of the Series 2017 Bond.

"Plan" means any "employee benefit plan" as defined in Section 3 of ERISA (other than a Multiemployer Plan) maintained or contributed to by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate has or may have an obligation to contribute, and each such plan that is subject to Title IV of ERISA for the five-year period immediately following the latest date on which the Borrower or any ERISA Affiliate maintained, contributed to or had an obligation to contribute to (or is deemed under Section 4069 of ERISA to have maintained or contributed to or to have had an obligation to contribute to, or otherwise to have liability with respect to) such plan.

"Prime Rate" shall mean the prime rate published in the *Wall Street Journal*, or if no longer published, in a similar publication reasonably acceptable to the Bondholder.

"Principal Payment Date" means the first Business Day of each month, commencing on _____ 1, 2017 and the final maturity date of the Series 2017 Bond.

"Project" means the construction, renovation and equipping of the Borrower's athletic facility complex, described more particularly on Exhibit B attached hereto, together with the Refunded 2008 Project.

"Qualified Project Costs" means Costs of the Project which constitute costs for property which is to be owned by the Borrower and will not be used in an "unrelated trade or business" (as such term is used in Section 513(a) of the Code) of the Borrower (or any other organization described in Section 501(c)(3) of the Code) or in the trade or business of a Person who is neither a governmental unit nor an organization described in Section 501(c)(3) of the Code. Issuance Costs are not Qualified Project Costs and any fees paid to banks for letters of credit, for municipal bond insurance premiums or other guaranty fees and any capitalized interest on the Series 2017 Bond shall be allocated between Qualified Project Costs to be paid or reimbursed from proceeds of the Series 2017 Bond and Costs other than Qualified Project Costs to be paid or reimbursed from

the proceeds of the Series 2017 Bond. Qualified Project Costs shall not include costs or expenses paid more than sixty (60) days prior to the adoption by the Borrower of the Reimbursement Resolution unless those expenditures qualify as "Preliminary Expenditures" within the meaning of the Income Tax Regulations.

"Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on non-purpose investments (as defined in Section 1.148-3 of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by the Income Tax Regulations implementing Section 148 of the Code.

"Rebate Analyst" means a firm of investment bankers, a firm of financial advisors, a law firm or an accounting firm which is experienced in the calculation of the rebate amounts under Section 148(f) of the Code.

"Refunded 2008 Project" means the capital improvements to the Borrower's facilities including the approximately 7,000 square foot residence hall and the capital improvements financed with the proceeds or loan from SunTrust Bank used to finance the construction and equipping of the Marie Wright Classroom Building on the Borrower's campus.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System.

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System.

"Regulation Y" means Regulation Y of the Board of Governors of the Federal Reserve System.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Remarketing Agent" means a financial institution or registered broker/dealer authorized by law, or any Affiliates thereof, appointed by the Borrower from time to time to perform all the duties imposed upon it under this Agreement, which may be the Bondholder.

"Requirements of Law" for any Person means the articles or certificate of incorporation, bylaws, partnership certificate and agreement, or limited liability company certificate of organization and agreement, as the case may be, and other organizational and governing documents of such Person, and any law, treaty, rule or regulation, or determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Requisition" means a written request for an Advance signed by a Responsible Officer, substantially in the form attached hereto as Exhibit D and satisfactorily completed as contemplated by said form.

"Reserved Rights" means the rights of the Issuer under Sections 2.05, 6.05, 6.07, 6.08 and 7.04 of this Agreement and the right of the Issuer to receive notices hereunder.

"Responsible Officer" means any of the Executive Director and Chief Financial Officer, the treasurer or a vice president of the Borrower or such other representative of the Borrower as may be designated in writing by any one of the foregoing with the consent of the Bondholder.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including subordinated and contingent liabilities, of such Person; (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts and liabilities, including subordinated and contingent liabilities as they become absolute and matured; (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature; and (d) such Person is not engaged in a business or transaction, and is not about to engage in a business or transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities (such as litigation, guaranties and pension plan liabilities) at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, represents the amount that would reasonably be expected to become an actual or matured liability.

"State" means the State of Florida.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, partnership, joint venture, limited liability company, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, joint venture, limited liability company, association or other entity (i) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the

general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise indicated, all references to "Subsidiary" hereunder shall mean a Subsidiary of the Borrower.

"Substantially All" means ninety-five percent (95%) or more, unless an Opinion of Bond Counsel is rendered indicating that such term, as used herein, shall have a different meaning.

"Tax Agreement" means the Tax Regulatory Agreement and Non Arbitrage Certificate of even date herewith executed by the Borrower and the Issuer with respect to the Series 2017 Bond and the Project.

"Taxable Period" means the period which elapses from the date on which the interest on the Series 2017 Bond is includable in the gross income of the Bondholder as a result of a Determination of Taxability to and including the mandatory redemption date for the Series 2017 Bond as a result of such Determination of Taxability.

"Taxable Rate" means, upon a Determination of Taxability, the interest rate per annum that, as calculated by the Bondholder, shall provide the Bondholder with the same after-tax yield that the Bondholder would have otherwise received had the Determination of Taxability not occurred taking into account the increased taxable income of the Bondholder as a result of such Determination of Taxability.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Trading with the Enemy Act" means the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended and in effect from time to time.

"Unfunded Pension Liability" of any Plan means the amount, if any, by which the value of the accumulated plan benefits under the Plan, determined on a plan termination basis in accordance with actuarial assumptions at such time consistent with those prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds the fair market value of all Plan assets allocable to such liabilities under Title IV of ERISA (excluding any accrued but unpaid contributions).

"Vice Mayor" means the Vice Mayor of the Issuer, or such other person or persons who are authorized to act on his behalf.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. RULES OF CONSTRUCTION. (a) The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivision of this Agreement as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to this Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II

FINANCING; TERMS OF THE SERIES 2017 BOND AND THE LOAN

SECTION 2.01. FINANCING THE PROJECT; REFUNDING. The Borrower is entering into this Agreement to obtain the Loan and receive the proceeds thereof to provide for a portion of the funds for the financing and refinancing of the Qualified Project Costs relating to the construction, renovation and equipping of the Project and the refunding of the Refunded Bond and Issuance Costs related to the issuance of the Series 2017 Bond. The Borrower shall bear the risk of loss with respect to any loss or claim relating to the Project (or any portion thereof) and neither the Bondholder nor the Issuer shall assume any such liability or risk of loss. The Borrower covenants and agrees to pay or cause to be paid such amounts as may be necessary to pay the Costs of acquisition, construction, renovation and equipping of the Project and the refunding of the Refunded Bond to the extent that the proceeds of the Loan are insufficient to pay such costs.

SECTION 2.02. ISSUANCE OF SERIES 2017 BOND; EXECUTION OF SERIES 2017 BOND; LOAN TO THE BORROWER. (a) This Agreement provides for an issue of a bond of the Issuer to be designated as "City of Mount Dora, Florida Revenue and Refunding Revenue Bond (Christian Home and Bible School Project), Series 2017" to be issued in the principal amount of \$6,250,000. The Series 2017 Bond is being issued for the purpose of financing certain Qualified Project Costs related to the construction, renovation and equipping of the Project and the refunding of the Refunded Bond and financing certain Issuance Costs related to the issuance of the Series 2017

Bond; provided, however, no more than two percent (2%) of the total amount of the Series 2017 Bond may be used to pay Issuance Costs.

The Series 2017 Bond shall be dated _____, 2017, shall be issued as a fully registered bond, shall be numbered R-1, shall initially be in a single denomination of the total authorized principal amount of the Series 2017 Bond and shall bear interest at the applicable Interest Rate (computed on the basis of the actual number of days elapsed over a year consisting of 360 days) subject to the total amount of Advances made hereunder and to adjustment as provided herein; interest on any overdue installments of principal and, to the extent permitted by law, overdue installments of interest shall accrue on the total amount of Advances made on the Bond and shall accrue and be payable at the Default Rate. A form of the Series 2017 Bond is attached as Exhibit A hereto. Interest on the Series 2017 Bond shall accrue on the total amount of Advances made on the Bond and shall accrue from and including the Delivery Date to the date of payment in full and retirement of the Series 2017 Bond. Interest on the Series 2017 Bond shall be payable on each Interest Payment Date, commencing _____ 1, 2017.

The Series 2017 Bond shall have a final maturity of _____ 1, 2042, and the principal thereof shall be payable in monthly installments on each Principal Payment Date in accordance with the Series 2017 Bond. The Series 2017 Bond shall also be subject to prepayment at the option of the Borrower as described in Section 2.07 hereof and mandatory redemption upon a Determination of Taxability as described in Section 2.03(c) hereof. The Series 2017 Bond is also subject to mandatory tender and purchase pursuant to Section 2.08 hereof.

Principal and interest on the Series 2017 Bond shall be payable to the Bondholder by bank wire transfer or automatic debit of an account of the Borrower's choice with Compass Bank or check or draft as directed by the Bondholder.

All payments of principal of and interest on the Series 2017 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Any payment due on a date that is not a Business Day shall be due and payable on the next succeeding Business Day, but interest thereon shall continue to accrue until paid.

The Series 2017 Bond shall be executed in the name of the Issuer with the manual signature of the Mayor and shall be attested with the manual signature of the Clerk. Upon full payment of the Series 2017 Bond, whether by maturity, prepayment or otherwise, the Bondholder shall surrender the Series 2017 Bond to the Issuer with a copy to the Borrower, or shall otherwise provide reasonable evidence of the full payment and satisfaction of the Series 2017 Bond.

(b) The Issuer hereby agrees, subject to the terms and conditions of this Agreement, to issue the Series 2017 Bond and to lend the proceeds thereof to the Borrower to provide for a portion of the funds for the financing of Qualified Project

Costs and payment of certain Issuance Costs and the refunding of the Refunded Bond as herein provided. The Borrower hereby agrees that such proceeds shall only be used for the financing of Qualified Project Costs of the Project, the refunding of the Refunded Bond and the payment of certain Issuance Costs as herein provided. The Borrower agrees to apply the proceeds of the Series 2017 Bond as provided herein and in the Tax Agreement. The Borrower hereby accepts the Loan and the terms thereof and agrees to make all Loan Payments in connection therewith. The terms of the Loan shall be the same as those of the Series 2017 Bond. The Borrower agrees to make all Loan Payments directly to the Bondholder, as assignee of the Issuer, at the times, in the amounts and in the manner as payments are required with respect to the Series 2017 Bond.

(c) The Bondholder agrees to purchase the Series 2017 Bond from the Issuer, and the Issuer agrees to sell the Series 2017 Bond to the Bondholder, for a purchase price equal to 100% of the principal amount of the Series 2017 Bond. By acceptance of the Series 2017 Bond the Bondholder agrees to make Advances pursuant to the terms hereof. The Series 2017 Bond shall not be deemed to constitute a debt or liability of the State, the Issuer, or any political subdivision or agency thereof, or a pledge of the faith and credit or taxing power of the State, the Issuer or any political subdivision or agency thereof, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Borrower to the Bondholder as holder of the Series 2017 Bond as assignee of the Issuer.

(d) The principal amount of the Series 2017 Bond shall be \$6,250,000 which is equal to the total amount of Advances reasonably expected to be made by the Bondholder to the Borrower under the terms hereof. Proceeds of the Bonds shall be disbursed as advances provided in subsection (f) below. The disbursement of each Advance by the Bondholder shall be deemed to be a purchase at Par by the Bondholder of the Series 2017 Bond. The Bondholder's commitment shall be to fund the Advances.

The form of requisition attached hereto as Exhibit D shall be used in order to Requisition the Advances in accordance with this Agreement.

(e) Pursuant to the initial Requisition, the Bondholder shall make an Advance on the Delivery Date to (i) reimburse the Borrower for Qualified Project Costs of the Project previously expended by the Borrower, if any, (ii) to repay certain outstanding indebtedness of the Borrower, and (iii) pay Issuance Costs of the Series 2017 Bond. Thereafter the Bondholder shall review the submission by the Borrower of Requisitions for each Advance and approval thereof by the Bondholder pursuant to the terms of Exhibit C hereto.

(f) (i) At least ten (10) Business Days before the requested date of each Advance hereunder, Borrower shall deliver a Requisition signed by a Responsible Officer to Bondholder, together with such additional information (such as paid receipts, invoices, statements of accounts, etc.) as the Bondholder may reasonably require to assure that amounts requisitioned are to be used to reimburse the Borrower for costs previously paid

by the Borrower or to pay costs incurred by the Borrower which are due and owing, together with AIA Application for Payment Form G702 and G703 and such schedules, affidavits, releases, waivers, statements, invoices, bills and other documents, certificates and information satisfactory to the Bondholder as the Bondholder shall request supporting such use of funds.

The Requisitions for an Advance from the proceeds of the Series 2017 Bond shall be made no more often than once per month, unless the Bondholder in its sole discretion agrees to more frequent Requisitions and in minimum amounts of \$100,000 and any increment of \$0.01 in excess thereof, unless the Bondholder in its sole discretion agrees to a different amount, and provided that the final Requisition hereunder may be for any amount (subject to the preceding sentence).

Borrower may designate additional individuals as Responsible Officers, or relieve individuals of their status as a Responsible Officer, by delivering a duly authorized and executed written notice thereof to Bondholder, such written notice to be in form and substance satisfactory to Bondholder, in Bondholder's discretion, and accompanied by evidence of due authorization thereof as Bondholder may require (any such written notice an "Authorized Representative Change Notice"). An Authorized Representative Change Notice will be effective only with respect to Requisition and approvals provided after the date of Bondholder's written acknowledgement and approval of said Authorized Representative Change Notice.

Once the Project is completed, the Purchaser shall have received three (3) updated original prints of a survey of the Property (conforming with the requirements of the Purchaser) showing the Project to be within lot lines and building setback lines, and also showing no encroachments upon any easements, roads, etc. Such copies of the "as-built" survey shall be delivered before the respective final Draw with respect to the Project.

(ii) Following receipt and approval of a Requisition, all supporting documentation and information required by Bondholder, Bondholder will determine the amount of any Advance Bondholder shall make in accordance with this Agreement if and to the extent required by the Bondholder, to Bondholder's satisfaction, the following standards: (i) for Costs of the Project, Advances on the basis of the costs shown on the application for payment from the General Contractor reviewed and approved by Bondholder showing work or material in place on the Project that comply with the terms of this Agreement and Other Financing Documents, minus all retainage, all previous Advances and all amounts required to be paid by Borrower, as described in the Budget, and (ii) for indirect Costs of the Project related to the Series 2017 Bond or the Project approved by the Bondholder, an amount equal to the amount paid by Borrower as shown by written evidence satisfactory to Bondholder, in Bondholder's sole and absolute discretion, such as paid receipts or cancelled checks.

(iii) Notwithstanding anything contained herein to the contrary, no Advances shall be made for building materials or furnishings that are not yet incorporated into the Improvements unless (i) Borrower has good title to the stored materials and the stored

materials are components in a form ready for incorporation into the Improvements and will be incorporated within a period of thirty (30) days, (ii) the stored materials are in Borrower's possession and satisfactorily stored on the Property (as defined in the Mortgage) or such materials are satisfactorily stored at such other site as Bondholder may approve, (iii) the stored materials are protected and insured against theft and damage in a manner and amount satisfactory to Bondholder, (iv) the stored materials have been paid for in full or will be paid for with the funds to be advanced and all lien rights and claims of the supplier have been released or will be released upon payment with the advanced funds, (v) Bondholder has received change orders, bills of sale, and such other documentation as may be required by Bondholder in Bondholder's sole and absolute discretion, which shall evidence payment in full for such stored materials, or that such stored materials will be paid for in full with the funds to be advanced, (vi) the materials are nonhazardous materials, and (vii) Bondholder has or will have upon payment with the advanced funds a perfected, first priority security interest in the stored materials. Borrower shall cause all materials stored off-site to be stored in a bonded warehouse separate from any stored materials owned by other persons. At Bondholder's sole option, Bondholder may require the Borrower to deliver to Bondholder a security agreement and UCC Financing Statement(s), each in form and substance acceptable to Bondholder, specifically covering such stored materials, whether stored on-site or off-site, and granting to Bondholder a first security interest in such stored materials, whether stored on-site or off-site.

(iv) Bondholder shall, only upon the satisfaction, as determined by Bondholder in its good faith business judgment, of all applicable conditions of this Agreement and the Other Financing Documents, be required to make the requested Advance to Borrower (in the amount determined by the Bondholder in accordance with the preceding paragraphs) on a Business Day within ten (10) Business Days after such satisfaction. Each Requisition, and Borrower's acceptance of any Advance, shall be deemed to ratify and confirm, as of the date of the Requisition and the Advance, respectively, that (i) all representations and warranties herein and in the Other Financing Documents remain true and correct in all material respects, and all covenants and agreements herein and in the Other Financing Documents remain satisfied in all material respects, (ii) there is no uncured Default or Event of Default existing under the this Agreement and other Financing Documents, (iii) all conditions to the Advance, whether or not evidence thereof is required by Bondholder, are satisfied, (iv) the AIA Document G702 and G703 (or other similar forms approved by Bondholder in its good faith business judgment) forms executed by each contractor, together with all schedules, affidavits, releases, waivers, statements, invoices, bills, and other documents, certificates and information submitted for the Requisition are complete and correct, and in all respects what they purport and appear to be for the amount and period applicable to the Requisition, (v) all Advances previously made to Borrower were disbursed, and the proceeds of the Advance requested in the Requisition will be disbursed, for the payment of costs and expenses specified in the Requisition and for no other purpose, (vi) after the Advance, all obligations for work and other costs heretofore incurred by Borrower in connection with the construction of

the Improvements and which are due and payable will be fully paid and satisfied, and (vii) any unadvanced portion of the Loan to which Borrower is entitled, plus the portions of the total cost of the construction of the Improvements which are to be paid by Borrower from other funds, that in the Bondholder's good faith business judgment are available, set aside and committed, is or will be sufficient to pay the actual unpaid total Cost of the Project.

SECTION 2.03. INTEREST RATE AND ADJUSTMENTS TO INTEREST RATE; OTHER PAYMENTS.

(a) On the Delivery Date and on each succeeding Interest Rate Determination Date the interest rate on the Series 2017 Bond shall be established by the Lender at a rate equal to the applicable Interest Rate, without notice to or consent of the Borrower.

(b) In the event of a Determination of Taxability, the Series 2017 Bond shall be subject to mandatory redemption as provided in Section 2.03(c) below. In addition, the Interest Rate on the Series 2017 Bond, shall be changed to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Borrower agrees to pay to the Bondholder certain additional amounts, as follows:

(i) an additional amount equal to the difference between (x) the amount of interest paid on the Series 2017 Bond during the Taxable Period and (y) the amount of interest that would have been paid on the Series 2017 Bond during the Taxable Period had the Series 2017 Bond borne interest at the Taxable Rate; plus

(ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bondholder as a result of the occurrence of a Determination of Taxability.

The Bondholder shall, upon written request of the Borrower, provide reasonable evidence to the Borrower supporting the calculation of the Taxable Rate by the Bondholder.

Following the occurrence of a Determination of Taxability, neither the Bondholder nor the Issuer shall be obligated to contest or protest the determination that interest on the Series 2017 Bond is or was taxable, nor cooperate with the Borrower in pursuing any such contest or protest, but they may do so in their discretion if indemnified by the Borrower to their satisfaction.

(c) Upon a Determination of Taxability, the Issuer, through payment to be made by the Borrower, shall be required to redeem the Series 2017 Bond in whole, as promptly as practicable at a redemption price equal to (i) 100% of the principal amount thereof, plus (ii) interest accrued to the date the Series 2017 Bond is so redeemed, taking into account the adjustment to the Taxable Rate as provided in Section 2.03(b) herein.

(d) If, at any time, the Bondholder shall have determined (which determination shall be conclusive and binding upon the Issuer and the Borrower) that, by reason of circumstances affecting the relevant interbank market, adequate means do not exist for ascertaining LIBOR, or if any Change in Law shall make it unlawful or impossible for the Bondholder to establish the interest rate on the Series 2017 Bond based upon LIBOR, the Bondholder shall give written notice (or telephonic notice, promptly confirmed in writing) to the Issuer and the Borrower as soon as practicable thereafter. Until the Bondholder shall notify the Issuer and the Borrower that the circumstances giving rise to such notice no longer exist, the Interest Rate on the Series 2017 Bond, from the date of such determination by the Bondholder, shall be established at the Interest Rate.

(e) At least thirty (30) days prior to each Bondholder Put Date, the Borrower shall, with the consent of the Bondholder, appoint a Remarketing Agent and shall notify the Issuer of such appointment. Not later than 11:00 a.m. Eastern time on the date that is two (2) Business Days prior to the commencement of a new Placement Period, the Remarketing Agent shall notify the Issuer and the Bondholder of the applicable Applicable Percentage and Applicable Spread (for LIBOR and the Base Rate), such Applicable Percentage and Applicable Spread to be those that, in the sole judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum amounts required to sell the Series 2017 Bond at Par on the first day of such Placement Period for a period of time equal to the duration of such Placement Period. The duration of the Placement Period shall be for the period from such Bondholder Put Date to the earlier of the next succeeding Bondholder Put Date and the final maturity date of the Series 2017 Bond. The notice from the Remarketing Agent to the Issuer, the Borrower and the Bondholder establishing the duration of the new Placement Period, the new Applicable Percentage and/or the new Applicable Spread shall be accompanied by an Opinion of Bond Counsel to the effect that, on the date of such new Placement Period, the interest on the Series 2017 Bond is excludable from the gross income of the Bondholder thereof for federal income tax purposes or that the establishment of the new Applicable Percentage and/or Applicable Spread for the Placement Period will not, in and of itself, adversely affect the exclusion of interest on the Series 2017 Bond from the gross income of the holder thereof for federal income tax purposes. The Borrower shall maintain records setting forth the duration of the Placement Period, the Applicable Percentage and the Applicable Spread with respect to the Series 2017 Bond.

(f) Upon an Event of Default the Interest Rate on the Series 2017 Bond shall immediately and automatically be changed to the Default Rate.

(g) Failure or delay on the part of the Bondholder to demand compensation pursuant to this Section shall not constitute a waiver of the Bondholder's right to demand such compensation.

(h) The provisions set forth in Section 2.03(b) shall survive payment of the Series 2017 Bond and the Loan until such time as the federal statute of limitations under

which the interest on the Series 2017 Bond and the portion of the Loan related thereto could be declared taxable under the Code shall have expired. Notwithstanding the foregoing, in the event all amounts due the Bondholder under the Series 2017 Bond, this Agreement and the Other Financing Documents have been paid in full, the obligations of the Borrower under this Agreement that survive such repayment shall be thereafter unsecured.

SECTION 2.04. SECURITY AND SOURCE OF PAYMENTS; ASSIGNMENT. (a) The principal of and interest on the Series 2017 Bond shall be payable solely out of Loan Payments and any other moneys received by or on account of the Issuer from the Borrower pursuant to this Agreement, the Other Financing Documents or any other security agreement or instrument executed by the Borrower in favor of the Bondholder. The Issuer shall not be obligated to make any payments on the Series 2017 Bond except from Loan Payments and any other moneys received by or on account of the Issuer from the Borrower pursuant to this Agreement, the Other Financing Documents or any other security agreement or instrument executed by the Borrower in favor of the Bondholder.

(b) As security for payment of the principal of and interest on the Series 2017 Bond and other amounts due and owing hereunder, the Issuer hereby assigns to the Bondholder all of the Issuer's rights hereunder (except the Reserved Rights), including but not limited to the Issuer's right to receive Loan Payments from the Borrower hereunder, and the Issuer irrevocably constitutes and appoints the Bondholder and any present or future officer or agent of the Bondholder as its lawful attorney, with full power of substitution and resubstitution, and in the name of the Issuer or otherwise, to collect the Loan Payments and any other payments due hereunder and under the Series 2017 Bond and to sue in any court for such Loan Payments or other payments and to withdraw or settle any claims, suits or proceedings pertaining to or arising out of this Agreement upon any terms. Accordingly, the Borrower shall pay directly to the Bondholder, as holder of the Series 2017 Bond and as assignee of the Issuer, all Loan Payments when due. The obligations of the Borrower hereunder and under the Series 2017 Bond shall be secured hereby and by the Other Financing Documents which shall be given by the Borrower to the Bondholder.

(c) No provision, covenant or agreement contained in this Agreement or in the Series 2017 Bond or any obligation imposed on the Issuer herein or in the Series 2017 Bond, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability, a charge upon its general credit or taxing power or a pledge of its general revenues. The Series 2017 Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of any constitutional or statutory provision, but shall be a special obligation of the Issuer, payable solely from the Loan Payments or any other moneys received by or on account of the Issuer from the Borrower pursuant to this Agreement, the Other Financing Documents or any other security document or instrument delivered by or for the account of the Borrower for the

benefit of the Bondholder. Neither the Bondholder nor any subsequent holder of the Series 2017 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2017 Bond, or be entitled to payment of such Series 2017 Bond from any moneys of the Issuer, except from the Loan Payments made by the Borrower.

SECTION 2.05. NO PERSONAL LIABILITY OF THE ISSUER. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2017 Bond, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2017 Bond, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any elected official, officer, member, employee, agent or attorney of the Issuer or the Mayor of the Issuer in his or her individual capacity, and none of the foregoing persons nor any elected or appointed official of the Issuer executing the Series 2017 Bond, the Tax Agreement, this Agreement or any certificate or other instrument to be executed in connection with the issuance of the Series 2017 Bond shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

SECTION 2.06. LOAN PAYMENTS TO BE UNCONDITIONAL. The obligations of the Borrower to make the Loan Payments required under this Article II and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason, including (without limitation) any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between the Borrower and any of the Issuer, the Bondholder or any other person, the Borrower shall make all Loan Payments when due and shall not withhold any Loan Payments pending final resolution of such dispute, nor shall the Borrower assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement.

SECTION 2.07. OPTIONAL PREPAYMENT.

(a) The Borrower may prepay the Loan (and the Issuer shall then be deemed to have made a corresponding optional redemption of the Series 2017 Bond), in whole or in part, at any time or from time to time, by paying to the Bondholder (as holder of the Series 2017 Bond and assignee of the Issuer) the principal amount of the Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment, without premium or penalty. Each prepayment of the Loan shall be made on such Business Day and in such principal amount as shall be specified by the Borrower in a written notice delivered by the Borrower on behalf of the Issuer to the Bondholder not less than two (2) Business Days prior thereto specifying the principal amount of the Loan to be prepaid and the date of such prepayment. Notice having been given as aforesaid, the principal amount of the Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment

date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid, without premium or penalty. If on the prepayment date moneys for the payment of the Loan or portion thereof to be prepaid, together with interest to the prepayment date on such amount, shall have been paid to the Bondholder as above provided prior to 2:00 p.m. Eastern time on a Business Day and if notice of prepayment shall have been given to the Bondholder as above provided, then from and after such Business Day interest on the Loan or portion thereof so prepaid shall cease to accrue and the principal amount paid shall be deemed cancelled and no longer outstanding hereunder. If said moneys shall not have been so paid on the prepayment date, such principal amount of such Loan or portion thereof shall continue to bear interest until payment thereof at the rate or rates provided for in this Agreement. Any payments made after 2:00 p.m. Eastern time shall be deemed made on the next succeeding Business Day.

(b) In the event of a partial prepayment of the Loan pursuant to this Section 2.07, the amount prepaid shall be applied to satisfy the then remaining principal installments pursuant to the terms of the Series 2017 Bond. Partial prepayments shall be applied against remaining installments of principal due on the Series 2017 Bond in such order as shall be determined by the Bondholder in its discretion.

(c) In the event the Loan or any portion thereof is prepaid as provided in this Section 2.07, the Series 2017 Bond shall automatically be deemed to be prepaid in an identical manner without any required action by the Issuer or the Borrower.

SECTION 2.08. MANDATORY TENDER. The Series 2017 Bond shall be subject to mandatory tender by the Bondholder for purchase on each Mandatory Purchase Date.

SECTION 2.09. REGISTRATION AND TRANSFER; RESTRICTIONS ON TRANSFER. The Series 2017 Bond shall be a fully registered bond for federal income tax purposes. The Borrower, on behalf of the Issuer, shall keep a record or register identifying the Bondholder from time to time of the Series 2017 Bond and any transfers of the Series 2017 Bond shall be recorded on the registration books of the Issuer kept at the office of the Borrower and registered on such books in the name of the new holder of the Series 2017 Bond (or such nominee) or any custodian of the new holder of the Series 2017 Bond (designated by such holder in written instructions delivered to the Borrower) appointed by such holder for the purpose of holding such Series 2017 Bond in the new holder's name or in the name of the new holder's custodian (or its nominee). The Series 2017 Bond shall be issued as a single Series 2017 Bond in a denomination equal to the principal amount outstanding; provided, however, the Series 2017 Bond may be transferred, assigned, distributed or sold in whole or in part (but if in part, in denominations of \$100,000 or any increment of \$1,000 in excess thereof) and a new Series 2017 Bond or Series 2017 Bonds may be issued and authenticated as provided herein, and references to "Series 2017 Bond" shall be deemed to include each of the Series 2017 Bonds outstanding if more than one and actions of the Bondholders shall be

approved by a majority in aggregate principal amount of Bonds then outstanding. Upon any transfer of the Series 2017 Bond and upon presentment thereof for transfer, the Issuer will issue and deliver to the transferee thereof at the expense of the Borrower, a new registered Series 2017 Bond or Series 2017 Bonds, having the same terms as the Series 2017 Bond so surrendered, provided that the transfer or transferee shall provide the Borrower with the new Series 2017 Bond to be executed. The Series 2017 Bond may only be transferred to an "accredited investor" under Rule 144A promulgated under the Securities Act of 1933, as amended, or a "qualified institutional buyer" under Regulation D promulgated under the Securities Act of 1933, as amended; provided, however, the Bondholder may transfer the Series 2017 Bond to an Affiliate or the Parent Company without restriction as long as the Affiliate or Parent Company is qualified as an accredited investor. The Bondholder, and any subsequent transferee of the Series 2017 Bond, shall notify the Borrower and the Issuer of any assignment, transfer, distribution or sale of such Series 2017 Bond. Upon or before any transfer the new Bondholder shall execute and deliver the Investor Letter in the form attached hereto as Exhibit F.

SECTION 2.10. MUTILATED, LOST, STOLEN OR DESTROYED SERIES 2017 BOND. If the Series 2017 Bond is mutilated, lost, stolen, or destroyed, the Issuer shall execute and deliver a new bond of like date, number, series, interest rate, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided, that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Issuer, and in the case of any lost, stolen, or destroyed bond, there shall be first furnished to the Issuer evidence of such loss, theft, or destruction satisfactory to the Issuer, together with indemnity reasonably satisfactory to it. If the Series 2017 Bond shall have matured, or shall be about to mature or have been called for redemption, instead of issuing a duplicate bond the Issuer may pay the same without surrender thereof, provided that the conditions of this paragraph shall have been satisfied. The Issuer may charge the Bondholder with its reasonable fees and expenses in connection with actions taken under this Section and may require the Bondholder to pay any tax, fee, or other governmental charge that may be imposed in relation thereto as conditions precedent to the issuance of any replacement bond(s). The Issuer shall cooperate with the Bondholder in connection with the issue of a replacement bond, but nothing in this Section shall be construed in derogation of any rights that the Issuer may have to receive reasonable indemnification against liability, or payment or reimbursement of expenses, in connection with the issue of a replacement bond.

Every substituted Bond issued pursuant to this Section shall constitute an original additional contractual obligation of the Issuer, whether or not the Series 2017 Bond alleged to have been mutilated, destroyed, lost, or stolen shall be at any time enforceable by anyone, and shall be entitled to all the rights and benefits of this Agreement.

The Series 2017 Bond shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the

replacement or payment of mutilated, destroyed, lost, or stolen Bond, and shall preclude any and all other rights or remedies.

SECTION 2.11. DELIVERABLES. Prior to the delivery of the Series 2017 Bond and the Advance by the Series 2017 Bondholder, the Series 2017 Bondholder shall have received the following:

(a) A copy, duly certified by the Clerk of the Issuer, of the resolution of the Issuer authorizing the execution and delivery of this Agreement and the issuance of the Series 2017 Bond;

(b) Original executed counterparts of this Agreement and the Other Financing Documents;

(c) A title policy or a commitment to issue a title policy, in form and substance acceptable to the Series 2017 Bondholder;

(d) Evidence of insurance coverage in form and substance acceptable to the Series 2017 Bondholder;

(e) Opinions of Counsel to the Issuer and the Borrower in forms and substance satisfactory to the Series 2017 Bondholder and Bond Counsel;

(f) An approving opinion of Bond Counsel;

(g) A survey of the site of the Project in form and substance acceptable to the Series 2017 Bondholder;

(h) An Investor Letter; and

(i) Such other documents as may reasonably be requested by the Series 2017 Bondholder.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

The Issuer represents, warrants and covenants for the benefit of the Bondholder and the Borrower, as follows:

(a) The Issuer is a municipality duly created and existing under the laws of the State.

(b) The Issuer is authorized under the Act to issue the Series 2017 Bond and loan the proceeds thereof to the Borrower, and the Issuer is duly authorized to enter into this Agreement, the Tax Agreement and the Series 2017 Bond and the transactions

contemplated hereby (including the refunding of the Refunded Bond) and thereby and to perform all of its obligations hereunder and thereunder.

(c) The Issuer has duly authorized the issuance of the Series 2017 Bond and the execution and delivery of this Agreement and the Tax Agreement under the terms and provisions of a resolution of its governing body or by other appropriate official action, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Series 2017 Bond and this Agreement against the Issuer. The Issuer has taken all necessary action and has complied with all provisions of the Act, including but not limited to the making of the findings required by the Act, required to make the Series 2017 Bond, this Agreement and the Tax Agreement the valid and binding obligations of the Issuer.

(d) The Series 2017 Bond and, assuming the due authorization and execution of this Agreement and the Tax Agreement by the other parties thereto, this Agreement and the Tax Agreement are legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The Issuer has assigned to the Bondholder all of the Issuer's rights in this Agreement (except the Reserved Rights); the Issuer will not pledge, mortgage or assign this Agreement or its duties and obligations hereunder to any Person, except as provided under the terms hereof.

(f) None of the issuance of the Series 2017 Bond, the execution and delivery of this Agreement or the Tax Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and conditions of the Series 2017 Bond or this Agreement or the Tax Agreement violates any law, rule, regulation or order, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer under the terms of any instrument or agreement.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Issuer's knowledge, threatened against or affecting the Issuer, challenging the Issuer's authority to issue the Series 2017 Bond or to lend the proceeds thereof to the Borrower or to enter into this Agreement or the Tax Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Series 2017 Bond, this Agreement or the Tax Agreement, or the exclusion of interest on the Series 2017 Bond from gross income for federal tax purposes

under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement or the Tax Agreement.

(h) After reasonable public notice given by publication on April 3, 2017 in *the Daily Commercial*, a newspaper published and of general circulation in the City of Mount Dora, the Issuer held a public hearing on April 18, 2017 concerning the issuance of the Series 2017 Bond and the nature and location of the Project.

(i) After such hearing, the City Council of the Issuer, the elected legislative body for the Issuer, approved the issuance of the Series 2017 Bond by duly adopting a Resolution on April 18, 2017. The Issuer has jurisdiction over the entire area in which the Project is located in Mount Dora, Florida.

(j) The Issuer has taken all actions and received all necessary authorizations, approvals or consents of any Governmental Authority for the execution, delivery and performance by the Issuer of its obligations hereunder.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

SECTION 4.01. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS. The Borrower represents, warrants and covenants for the benefit of the Bondholder and the Issuer, as follows:

(a) The Borrower and each of its Subsidiaries (if any), (i) is duly organized, validly existing and in good standing as a not-for-profit corporation under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted, and (iii) is duly qualified to do business and is in good standing in each jurisdiction where such qualification is required, except where a failure to be so qualified or in good standing could not reasonably be expected to result in a Material Adverse Effect.

(b) The Borrower and each of its Subsidiaries (if any) is in compliance with (i) all Requirements of Law and all judgments, decrees and orders of any Governmental Authority, and (ii) all indentures, agreements or other instruments binding upon it or its properties, except where non-compliance, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(c) The execution, delivery and performance by the Borrower of this Agreement and the Other Financing Documents, are within the Borrower's organizational powers and have been duly authorized by all necessary organizational and, if required, shareholder, partner or member action. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and each Other Financing Document to which the Borrower is a party, when executed and delivered by the Borrower will constitute,

valid and binding obligations of the Borrower, enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) The execution, delivery and performance by the Borrower of this Agreement and the Other Financing Documents (i) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect or where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (ii) will not violate any Requirements of Law applicable to the Borrower or any of its Subsidiaries (if any) or any judgment, order or ruling of any Governmental Authority, (iii) will not violate or result in a default under any Contractual Obligation of the Borrower or any of its Subsidiaries (if any) or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries (if any) and (iv) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries (if any), except Liens (if any) created under the Other Financing Documents.

(e) The Borrower has furnished to the Bondholder (i) the audited consolidated balance sheet of the Borrower and its Subsidiaries (if any) as of June 30, 2016, and the related audited consolidated statements of income, shareholders' equity and cash flows for the Fiscal Year then ended prepared by the Auditor, and (ii) the unaudited consolidated balance sheet of the Borrower and its Subsidiaries (if any), as at _____, 2016, and the related unaudited consolidated statements of income and cash flows for the Fiscal Quarter and year-to-date period then ending, certified by a Responsible Officer. Such financial statements fairly present the consolidated financial condition of the Borrower and its Subsidiaries (if any) as of such dates and the consolidated results of operations for such periods in conformity with GAAP consistently applied, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii). Since June 30, 2016, there have been no changes with respect to the Borrower and its Subsidiaries (if any) which have had or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(f) No litigation, investigation or proceeding of or before any arbitrators or Governmental Authorities is pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries (if any) (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or (ii) which in any manner draws into question the validity or enforceability of this Agreement or any Other Financing Documents to which the Borrower is a party.

(g) Except for the matters set forth on Exhibit E, neither the Borrower nor any of its Subsidiaries (if any) (i) has failed to comply with any Environmental Law or to

obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(h) The Borrower, to the best of its knowledge, information and belief, is or will be in compliance with applicable federal, state and local zoning, land use, environmental or similar laws or restrictions relating to the Project and all of its other property and facilities.

(i) The Borrower will use due diligence to cause the Project to be constructed and operated in accordance with the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof.

(j) The Borrower and its Subsidiaries (if any) and each other Person for whose taxes the Borrower or any of its Subsidiaries (if any) could become liable have timely filed or caused to be filed all Federal income tax returns and all other material tax returns that are required to be filed by them, and have paid all taxes shown to be due and payable on such returns or on any assessments made against them or their property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority, except where the same are currently being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as the case may be, has set aside on its books adequate reserves in accordance with GAAP. The charges, accruals and reserves on the books of the Borrower and its Subsidiaries (if any) in respect of such taxes are adequate, and no tax liabilities that could be materially in excess of the amount so provided are anticipated.

(k) No representation, warranty or other statement of the Borrower in this Agreement, the Tax Agreement, the Other Financing Documents or any other document executed in connection with the Loan contains any false or misleading statement of a material fact or omits the statement of a fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

(l) The Project will be the type authorized and permitted to be financed with the proceeds of the Series 2017 Bond pursuant to the Act and is an "educational facility" within the meaning of Section 159.27(22), Florida Statutes, and a "project" within the meaning of Section 159.27(5), Florida Statutes. The Project employs and serves both residents and taxpayers of the City of Mount Dora, Florida.

(m) All proceeds of the Series 2017 Bond will be used to finance a "cost" (within the meaning of Section 159.27(2), Florida Statutes) of the Project.

(n) The Borrower will maintain or cause to be maintained the Project and all portions thereof in good condition and will operate or cause to be operated the same as an "educational facility" within the meaning of the Act and in an efficient and economical

manner, making or causing to be made such expenditures for equipment and for renewals, repairs or replacements as may be proper for the economical operation and maintenance thereof.

(o) The Project is of the type authorized and permitted by the Act and the estimated cost of financing the Project and the refunding of the Refunded Bond is not less than the amount of the proceeds of the Series 2017 Bond, together with other available funds of the Borrower, available therefor.

(p) The proceeds from the sale of the Series 2017 Bond will be used only for payment of Costs of the Project and the refunding of the Refunded Bond and Issuance Costs.

(q) As of the date of execution and delivery of this Agreement, there exists no Default or Event of Default on the part of the Borrower or any condition or event which would constitute, or with the passage of time or the giving of notice, or both, would constitute a Default or an Event of Default on the part of the Borrower hereunder.

(r) The Borrower is an "eligible contract participant" within the meaning of the Commodity Exchange Act (7 U.S.C. §1 et. seq.), as amended and in effect from time to time.

(s) Neither the Borrower nor any of its Subsidiaries (if any) is (i) an "investment company" or "controlled" by an "investment company," as such terms are defined in, or subject to regulation under, the Investment Company Act of 1940, as amended and in effect from time to time, or (ii) otherwise subject to any other regulatory scheme limiting its ability to incur debt or requiring any approval or consent from, or registration or filing with, any Governmental Authority in connection therewith.

(t) None of the proceeds of the Series 2017 Bond will be used, directly or indirectly, for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of such terms under Regulation U or for any purpose that violates the provisions of Regulation T, Regulation U or Regulation X. Neither the Borrower nor any of its Subsidiaries (if any) is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying "margin stock."

(u) Each Plan is in substantial compliance in form and operation with its terms and with ERISA and the Code (including, without limitation, the Code provisions compliance with which is necessary for any intended favorable tax treatment) and all other applicable laws and regulations. Each Plan (and each related trust, if any) which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that it meets the requirements of Sections 401(a) and 501(a) of the Code covering all applicable tax law changes, or is comprised of a master or prototype plan that has received a favorable opinion letter from the Internal Revenue Service, and nothing has occurred since the date

of such determination that would adversely affect such determination (or, in the case of a Plan with no determination, nothing has occurred that would adversely affect the issuance of a favorable determination letter or otherwise adversely affect such qualification). No ERISA Event has occurred or is reasonably expected to occur. There exists no Unfunded Pension Liability with respect to any Plan. Neither of the Borrower nor any of its Subsidiaries (if any) or any ERISA Affiliate is making or accruing an obligation to make contributions, or has, within any of the five calendar years immediately preceding the date this assurance is given or deemed given, made or accrued an obligation to make, contributions to any Multiemployer Plan. There are no actions, suits or claims pending against or involving a Plan (other than routine claims for benefits) or, to the knowledge of the Borrower, any of its Subsidiaries (if any) or any ERISA Affiliate, threatened, which would reasonably be expected to be asserted successfully against any Plan and, if so asserted successfully, would reasonably be expected either singly or in the aggregate to result in liability to the Borrower or any of its Subsidiaries (if any). The Borrower, each of its Subsidiaries (if any) and each ERISA Affiliate have made all contributions to or under each Plan and Multiemployer Plan required by law within the applicable time limits prescribed thereby, by the terms of such Plan or Multiemployer Plan, respectively, or by any contract or agreement requiring contributions to a Plan or Multiemployer Plan. No Plan which is subject to Section 412 of the Code or Section 302 of ERISA has applied for or received an extension of any amortization period within the meaning of Section 412 of the Code or Section 303 or 304 of ERISA. None of the Borrower, any of its Subsidiaries (if any) or any ERISA Affiliate have ceased operations at a facility so as to become subject to the provisions of Section 4068(a) of ERISA, withdrawn as a substantial employer so as to become subject to the provisions of Section 4063 of ERISA or ceased making contributions to any Plan subject to Section 4064(a) of ERISA to which it made contributions. Each Non-U.S. Plan, if any, has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, except as would not reasonably be expected to result in liability to the Borrower or any of its Subsidiaries (if any). All contributions required to be made with respect to a Non-U.S. Plan have been timely made. Neither the Borrower nor any of its Subsidiaries (if any) has incurred any obligation in connection with the termination of, or withdrawal from, any Non-U.S. Plan. The present value of the accrued benefit liabilities (whether or not vested) under each Non-U.S. Plan, determined as of the end of the Borrower's most recently ended Fiscal Year on the basis of reasonable actuarial assumptions, did not exceed the current value of the assets of such Non-U.S. Plan allocable to such benefit liabilities.

(v) Each of the Borrower and its Subsidiaries (if any) has good title to, or valid leasehold interests in, all of its real and personal property material to the operation of its business, including all such properties reflected in the most recent audited consolidated balance sheet of the Borrower referred to in paragraph (e) above or purported to have been acquired by the Borrower or any of its Subsidiaries (if any) after said date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and

clear of Liens prohibited by this Agreement. All leases that individually or in the aggregate are material to the business or operations of the Borrower and its Subsidiaries (if any) are valid and subsisting and are in full force.

(w) Each of the Borrower and its Subsidiaries (if any) owns, or is licensed or otherwise has the right to use, all patents, trademarks, service marks, trade names, copyrights and other intellectual property material to its business, and the use thereof by the Borrower and its Subsidiaries (if any) does not infringe in any material respect on the rights of any other Person.

(x) The properties of the Borrower and its Subsidiaries (if any) are insured with financially sound and reputable insurance companies which are not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or any applicable Subsidiary operates.

(y) The Borrower has disclosed to the Bondholder all agreements, instruments, and corporate or other restrictions to which the Borrower or any of its Subsidiaries (if any) is subject, and all other matters known to any of them, that, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No reports (including, without limitation, all reports that the Borrower is required to file with the Securities and Exchange Commission), if any, financial statements, certificates or other information furnished by or on behalf of the Borrower to the Bondholder in connection with its purchase of the Series 2017 Bond or the negotiation of this Agreement or any Other Financing Documents or delivered hereunder or thereunder, and any representations or warranties made therein (as modified or supplemented by any other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(z) There are no strikes, lockouts or other material labor disputes or grievances against the Borrower or any of its Subsidiaries (if any) or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its Subsidiaries (if any), and no significant unfair labor practice, charges or grievances are pending against the Borrower, or any of its Subsidiaries (if any), or, to the Borrower's knowledge, threatened against any of them before any Governmental Authority. All payments due from the Borrower or any of its Subsidiaries (if any) pursuant to the provisions of any collective bargaining agreement have been paid or accrued as a liability on the books of the Borrower or any such Subsidiary, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(aa) After giving effect to the execution and delivery of this Agreement and the Other Financing Documents and the issuance of the Series 2017 Bond, the Borrower is Solvent.

(bb) Neither the Borrower nor any of its Subsidiaries (if any) is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act or any enabling legislation or executive order relating thereto. Neither the Borrower nor any of its Subsidiaries (if any) is in violation of (a) the Trading with the Enemy Act, (b) any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (c) the Patriot Act. The Borrower (i) is not a blocked person described in Section 1 of the Anti-Terrorism Order and (ii) to the best of its knowledge, does not engage in any dealings or transactions, or is otherwise associated, with any such blocked person.

(cc) The Borrower (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

(dd) The Borrower provides the additional representations, warranties and covenants set forth in Exhibit C hereto.

(ee) The Borrower and each of its Subsidiaries is in compliance with (i) Requirements of Law and all judgments, decrees and orders of any Governmental Authority, and (ii) all indentures, agreements and other instruments binding upon it or its properties, except where non-compliance, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.02. FEDERAL TAX REPRESENTATIONS, WARRANTIES AND COVENANTS. The Borrower represents, warrants and covenants for the benefit of the Bondholder and the Issuer, as follows:

(a) The Borrower will not take any action that would cause interest on the Series 2017 Bond to become includable in gross income of the holder thereof for federal income tax purposes under the Code, and the Borrower will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that such interest does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any arbitrage rebate required to preserve such exclusion).

The Borrower will comply fully at all times with the Tax Agreement, and the Borrower will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Agreement. Upon its execution, the terms and provisions of the Tax Agreement shall be incorporated herein.

(b) No changes shall be made in the Project and no actions will be taken by the Borrower that shall in any way cause interest on the Series 2017 Bond to be included in gross income of the holder thereof for federal income tax purposes.

(c) Based on current facts, estimates and circumstances, the Borrower currently expects:

(i) that the Net Proceeds of the Series 2017 Bond are needed for the purpose of refunding the Refunded Bond and paying all or a part of Costs of the Project; and

(ii) the Project, or any material portion thereof, will not be sold or disposed of without an Opinion of Bond Counsel with respect to such sale or disposition.

(d) The average maturity of the Series 2017 Bond does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the assets being financed or refinanced with the proceeds of the Series 2017 Bond with the average reasonably expected economic life of each asset being measured from the later of the Delivery Date or the date such asset was, or is reasonably expected to be, placed in service and by taking into account the respective cost of each asset being financed. The information furnished by the Borrower and used by the Issuer and Bond Counsel to verify the average reasonably expected economic life of each asset of the Project to be financed with the proceeds of the Series 2017 Bond is true, accurate and complete.

(e) (i) The payment of principal or interest with respect to the Series 2017 Bond will not be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof); (ii) less than five percent (5%) of the proceeds of the Series 2017 Bond will be (A) used in making loans the payment of principal and interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or (B) invested (directly or indirectly) in federally insured deposits or accounts as defined in Section 149(b) of the Code; and (iii) the payment of principal or interest on the Series 2017 Bond will not otherwise be indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

The foregoing provisions of this subsection shall not apply to proceeds of the Series 2017 Bond being (u) invested for an initial temporary period until such proceeds are needed for the purpose for which such issue was issued; (v) held in a bona fide debt service fund; (w) held in a debt service reserve fund that meets the requirements of

Section 148(d) of the Code with respect to reasonably required reserve or replacement funds; (x) invested in obligations issued by the United States Treasury; or (y) held in a refunding escrow (i.e., a fund containing proceeds of a refunding bond issue established to provide for the payment of principal or interest on one or more prior bond issues); or (z) invested in other investments permitted under regulations promulgated pursuant to Section 149(b)(3)(B) of the Code.

(f) Any information that has been or will be supplied by the Borrower that has been or will be relied upon by the Issuer and Bond Counsel with respect to the eligibility of the Project and the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bond is true and correct on the date hereof and the Delivery Date.

(g) The Project consists entirely of property that is owned, or is to be owned, by the Borrower. The Project will not be used in an "unrelated trade or business" (as such term is used in Section 513(a) of the Code) of the Borrower (or any other organization that is exempt from federal income tax under Section 501(c)(3) of the Code that may rent or use any portion of the Project) or for any private business use (other than by an organization that is exempt from federal income tax under Section 501(c)(3) of the Code) within the meaning and contemplation of Section 141(b) of the Code, except as otherwise contemplated by the Tax Agreement.

(h) As of the date of delivery hereof, the Borrower (i) is an organization described in Section 501(c)(3) of the Code, exempt from federal income taxes under Section 501(a) of the Code, and is not a "private foundation" as described in Section 509(a) of the Code, (ii) has received a letter or other notification or is covered by a group ruling from the Internal Revenue Service to that effect, which letter, notification or ruling has not been modified, limited or revoked, (iii) is in compliance with all terms, conditions and limitations (if any) contained in such letter, notification or ruling, it being specifically represented by the Borrower hereby that the facts and circumstances which form the basis of such letter, notification or ruling continue to exist, and (iv) is therefore exempt from federal income taxes under Section 501(a) of the Code.

(i) As of the date of delivery hereof, the Borrower is an organization (i) organized and operated exclusively for charitable purposes and not for pecuniary profit, and (ii) no part of the net earnings of which inures to the benefit of any Person, private stockholder or individual, all within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, respectively.

(j) The Tax Agreement executed and delivered by the Borrower concurrently with the issuance and delivery of the Series 2017 Bond is true, accurate and complete in all material respects as of the date on which executed and delivered.

(k) The Borrower has not entered into, and will not enter into, any arrangement with any Person (other than a state or local governmental unit or another Section

501(c)(3) organization, provided such arrangement with the state or local governmental unit or another Section 501(c)(3) organization will not result in an "unrelated trade or business" of the Borrower or of the Section 501(c)(3) organization) which provides for such Person to manage, operate or provide services with respect to more than 3% of the property financed with the proceeds of the Series 2017 Bond (a "Service Contract") or lease more than 3% of the property financed with the proceeds of the Series 2017 Bond, unless, with respect to Service Contracts, the guidelines set forth in Revenue Procedure 97-13 as modified and amplified by Revenue Procedure 2001-39 and by Notice 2014-67 (or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an Opinion of Bond Counsel which allows for a variation from the Guidelines and except as otherwise contemplated by the Tax Agreement. In determining whether the 5% amount in the preceding sentence has been exceeded, such 5% shall be reduced by the percent of the proceeds of the Series 2017 Bond that are used for costs of issuance.

(l) The Borrower will not use or invest the proceeds of the Series 2017 Bond in a manner that will violate the provisions of Section 149(d)(3) or (4) of the Code.

(m) The Borrower will assist the Issuer in complying with the information reporting requirements of Section 149(e)(2) of the Code.

(n) No other governmental obligations shall be sold within fifteen (15) days of the Series 2017 Bond pursuant to the same plan of financing as the Series 2017 Bond that are reasonably expected to be paid from the same source of funds as the Series 2017 Bond.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BONDHOLDER

The Bondholder represents, warrants and covenants for the benefit of the Borrower and the Issuer, as follows:

(a) The Bondholder is a corporation organized under the laws of the State of Alabama, is duly qualified to transact business in the State, is not in violation of any provision of its governing documents and has power to enter into this Agreement, to execute the Investor Letter, and to purchase the Series 2017 Bond, and by proper corporate action has duly authorized the execution and delivery of this Agreement, the Investor Letter, and the Other Financing Documents to which it is a party (the "Bondholder Documents").

(b) The Bondholder has been fully authorized to execute and deliver the Bondholder Documents and to perform the transactions contemplated thereby under the

terms and provisions of the resolution of its board of directors, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of the Bondholder Documents against the Bondholder, and the Bondholder Documents have been duly authorized, executed and delivered by the Bondholder.

(c) The officer(s) of the Bondholder executing the Bondholder Documents and any related documents has been duly authorized to execute and deliver the Bondholder Documents and such related documents.

(d) The Bondholder Documents constitute valid and legally binding obligations of the Bondholder, enforceable against the Bondholder in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The execution and delivery of this Agreement and the Bondholder Documents, the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms and conditions hereof and thereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Bondholder or of any corporate restriction or of any agreement or instrument to which the Bondholder is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bondholder contrary to the terms of any instrument or agreement.

(f) The authorization, execution, delivery and performance of this Agreement and the Bondholder Documents by the Bondholder do not require submission to, approval of, or other action by any Governmental Authority, which action with respect to this Agreement and the Bondholder Documents has not been taken and which is final and nonappealable.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Bondholder's knowledge, threatened against or affecting the Bondholder, challenging the Bondholder's authority to make the Loan, enter into this Agreement or the Bondholder Documents or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or the Bondholder Documents or any other transaction of the Bondholder which is similar hereto, or would materially and adversely affect any of the transactions contemplated by this Agreement or the Bondholder Documents.

(h) The Bondholder has not relied upon any information provided by the Issuer or any representative thereof with respect to its evaluation of the creditworthiness of the Borrower, but has made its own investigation with respect thereto.

ARTICLE VI

AFFIRMATIVE AND NEGATIVE COVENANTS OF THE BORROWER

SECTION 6.01. REPORTING REQUIREMENTS. The Borrower covenants and agrees to furnish to the Bondholder prompt written notice of the following:

(a) the filing or commencement of, or any material development in, any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of the Borrower, affecting the Borrower or any of its Subsidiaries (if any) which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(b) as promptly as practicable (but in any event not later than 5 Business Days) after an officer of the Borrower obtains knowledge of the occurrence of any event that constitutes a Default or an Event of Default hereunder or under any of the Other Financing Documents or any other event that has or could reasonably be expected to result in a Material Adverse Effect, together, in the case of a Default or an Event of Default, with a detailed statement by an authorized officer of the Borrower of the steps being taken by the Borrower to cure the effect of such Default or Event of Default;

(c) promptly upon knowledge thereof, notice of any loss or destruction of or damage to any of the Project;

(d) promptly after the amending thereof, copies of any and all amendments to its certificate of incorporation, articles of incorporation or bylaws;

(e) promptly upon knowledge thereof, notice of the violation by the Borrower of any material law, rule or regulation;

(f) the occurrence of any event or any other development by which the Borrower or any of its Subsidiaries (if any) (i) fails to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) becomes subject to any Environmental Liability, (iii) receives notice of any claim with respect to any Environmental Liability, or (iv) becomes aware of any basis for any Environmental Liability, in each case, which either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(g) promptly and in any event within 15 days after (i) the Borrower, any of its Subsidiaries (if any) or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred, a certificate of the chief financial officer of the Borrower describing such ERISA Event and the action, if any, proposed to be taken with respect to such ERISA Event and a copy of any notice filed with the PBGC or the IRS pertaining to such ERISA Event and any notices received by the Borrower, such Subsidiary or such

ERISA Affiliate from the PBGC or any other governmental agency with respect thereto, and (ii) becoming aware (1) that there has been an increase in Unfunded Pension Liabilities (not taking into account Plans with negative Unfunded Pension Liabilities) since the date the representations hereunder are given or deemed given, or from any prior notice, as applicable, (2) of the existence of any Withdrawal Liability, (3) of the adoption of, or the commencement of contributions to, any Plan subject to Section 412 of the Code by the Borrower, any of its Subsidiaries (if any) or any ERISA Affiliate, or (4) of the adoption of any amendment to a Plan subject to Section 412 of the Code which results in a material increase in contribution obligations of the Borrower, any of its Subsidiaries (if any) or any ERISA Affiliate, a detailed written description thereof from the chief financial officer of the Borrower;

(h) the occurrence of any default or event of default, or the receipt by Borrower or any of its Subsidiaries (if any) of any written notice of an alleged default or event of default, with respect to any Material Indebtedness of the Borrower or any of its Subsidiaries (if any);

(i) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect; and

(j) the reporting requirements as set forth in Section 1.1 of Exhibit C hereto.

Each notice or other document delivered under this Section shall be accompanied by a written statement of a Responsible Officer setting forth the details of the event or development requiring such notice or other document and any action taken or proposed to be taken with respect thereto.

The Bondholder is authorized to deliver a copy of any financial statement or other information delivered to it pursuant hereto to any regulatory board or Governmental Authority having jurisdiction over the Bondholder.

SECTION 6.02. BOOKS AND RECORDS; INSPECTION AND EXAMINATION. The Borrower will keep, and cause its Subsidiaries (if any) to keep, accurate books of record and account pertaining to the Borrower's or such Subsidiary's business and financial condition and such other matters as the Bondholder or the Issuer may from time to time request in which full, true and correct entries shall be made of all dealings and transactions in relation to its business and activities in accordance with GAAP and, upon request of the Bondholder or the Issuer, will permit any officer, employee, attorney, accountant for, or agent of, the Bondholder or the Issuer, as the case may be, to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of the Borrower or its Subsidiaries at all times during ordinary business hours, and to discuss the affairs of the Borrower with any of its trustees, officers, senior management or agents and its independent certified public accountants. The Borrower will permit the Issuer and the Bondholder, or their

employees, accountants, attorneys or agents, to examine and copy any or all of its records.

SECTION 6.03. COMPLIANCE WITH LAWS. The Borrower will, and will cause its Subsidiaries (if any) to (a) comply with all laws, rules, regulations and requirements of any Governmental Authority applicable to its business and properties, including without limitation, all Environmental Laws, ERISA and OSHA, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and (b) use and keep the Project, and will require that others use and keep the Project, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. The Borrower shall secure and maintain all permits and licenses, if any, necessary for the operation of the Project. The Borrower shall comply in all respects with all laws of the jurisdictions in which its operations involving any component of Project may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Project or its interest or rights under this Agreement and the Other Financing Document.

SECTION 6.04. PRESERVATION OF CORPORATE EXISTENCE. The Borrower will preserve and maintain its corporate existence as a Florida not-for-profit corporation and an entity designated under Section 501(c)(3) of the Code, and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business and all licenses, permits, patents, copyrights, trademarks and trade names material to the conduct of its business; and shall conduct its business in an orderly, efficient and regular manner. So long as the Series 2017 Bond and the portion(s) of the Loan allocable thereto remain outstanding hereunder, the Borrower will not allow any change in the nature of the business conducted by it without the prior written consent of the Bondholder and an Opinion of Bond Counsel with respect to such change.

SECTION 6.05. LIMITATIONS OF LIABILITY. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall the Bondholder, its assignees, if any, or the Issuer be liable for any special, consequential, incidental, punitive or penal damages, including, but not limited to, loss of profit or revenue as a result of the transactions contemplated hereby.

SECTION 6.06. BORROWER'S OBLIGATIONS UNCONDITIONAL. All payments required of the Borrower hereunder shall be paid without notice or demand and without set-off, counterclaim, or defense for any reason and without abatement or deduction or defense. The Borrower will not suspend or discontinue any such payments, and will perform and observe all of its other agreements in this Agreement, and will not terminate this Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Project, or the Borrower's business, by condemnation or otherwise, the lawful prohibition of the Borrower's use of the Project, or the Borrower's business, the interference with such use by any private Person, the invalidity or unenforceability or lack of due

authorization or other infirmity of this Agreement, or lack of right, power or authority of the Issuer to enter into this Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any municipal corporation thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the amounts payable by the Borrower hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 6.07. INDEMNITY BY THE BORROWER. The Borrower will, to the fullest extent permitted by law, protect, indemnify and save the Bondholder, the Issuer and their officers, agents, employees and any Person who controls the Bondholder or the Issuer within the meaning of the Securities Act of 1933 (the "Indemnified Persons"), harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Indemnified Persons), causes of action, suits, claims, demands, audits, investigations and judgments of any nature arising from the transactions contemplated by this Agreement, the Series 2017 Bond and the Other Financing Documents including but not limited to:

(a) any injury to or death of any person or damage to property in or upon the Project or its premises or growing out of or connected with the construction, use, non-use, condition or occupancy of the premises or any other location of the Project or any part thereof including any and all acts or operations relating to the construction or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Borrower, customers, suppliers or affiliated organizations under any workers' compensation acts, disability benefit acts or other employee benefit acts;

(b) violation of any agreement, provision or condition of this Agreement or any of the Other Financing Documents, except by the Bondholder or the Issuer;

(c) violation of any contract, agreement or restriction applicable to the Borrower which shall have existed at the commencement of the term of this Agreement or shall have been approved by the Borrower;

(d) violation of any law, ordinance, court order or regulation affecting the Project, or a part thereof or the ownership, occupancy or use thereof;

(e) any audit, examination or investigation by the Internal Revenue Service with respect to the tax-exempt status of the Series 2017 Bond or any other related tax matters;

(f) any and all present and future stamp, documentary and other similar taxes with respect to this Agreement and any Other Financing Documents, any collateral described therein or any payments due thereunder, and save the Indemnified Persons harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes; and

(g) any statement or information relating to the expenditure of the proceeds of the Series 2017 Bond contained in the Tax Agreement or similar document furnished by the Borrower which, at the time made, is misleading, untrue or incorrect in any material respect.

Promptly after receipt by the Bondholder, the Issuer or any such other Indemnified Person becomes aware of any circumstance in respect of which indemnity may be sought against the Borrower under this Section, such Person will notify the Borrower in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Borrower shall assume the defense of such action (including the employment of counsel who shall be satisfactory to the Bondholder and the Issuer, as applicable, or such Indemnified Person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Borrower, the Bondholder or the Issuer, as applicable, or any such other Indemnified Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Borrower unless the Indemnified Person, reasonably determines that the employment of such separate counsel is necessary to protect its interests. The Borrower shall not be liable to indemnify any Person for any settlement of any such action effected without its consent. The Borrower shall not be required to indemnify the Issuer for any damages, losses, causes of action, lawsuits, or claims which are caused directly and solely by the gross negligence, willful misconduct, or fraudulent acts of the Bondholder or the Issuer, as applicable.

The provisions of this Section 6.07 shall survive the payment and discharge of the Series 2017 Bond and the termination of this Agreement.

SECTION 6.08. ATTORNEYS' FEES AND EXPENSES. If an Event of Default shall exist under this Agreement and the Bondholder or the Issuer should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance or interpretation of any obligation or agreement on the part of the Borrower or review of requests for waivers or amendments hereto, the Borrower will upon demand pay to the Bondholder or the Issuer, as applicable, the reasonable fees of such attorneys and such other expenses so incurred. The Borrower shall also be responsible to pay fees and expenses of Bond Counsel or other counsel to the Issuer to the extent any issues arise regarding the Series 2017 Bond subsequent to the issuance thereof, including, without limitation, fees of Bond Counsel related to any Requisitions, or any audit, inquiry or investigation regarding the Bonds.

SECTION 6.09. ACCOUNTING. The Borrower will not adopt, permit or consent to any material change in accounting treatment or reporting practices other than as required by GAAP, without the prior written consent of the Bondholder.

SECTION 6.10. PAYMENT OF OBLIGATIONS. The Borrower will, and will cause each of its Subsidiaries (if any) to, pay and discharge at or before maturity, all of its obligations and liabilities (including, without limitation, all taxes, assessments and other governmental charges, levies and all other claims that could result in a statutory Lien) before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.11. TRANSFER OF PROPERTY. The Borrower shall not transfer, assign its interest in, or otherwise convey any portion of the Project without the prior written consent of the Bondholder, except for the disposition of obsolete or worn out equipment or other property no longer required by or useful to the Borrower in connection with the operation of its business. Prior to any such transfer, assignment or other conveyance with respect to the Project the Borrower shall obtain an Opinion of Bond Counsel with respect thereto.

SECTION 6.12. MAINTENANCE OF PROPERTIES; INSURANCE. The Borrower will, and will cause each of its Subsidiaries (if any) to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, (b) maintain with financially sound and reputable insurance companies, which are not Affiliates of the Borrower, insurance with respect to its properties and business, and the properties and business of its Subsidiaries (if any), against loss or damage of the kinds customarily insured against by companies in the same or similar businesses operating in the same or similar locations, and will, upon request of the Bondholder, furnish to the Bondholder at reasonable intervals a certificate of a Responsible Officer setting forth the nature and extent of all insurance maintained by the Borrower and its Subsidiaries (if any) in accordance with this Section and confirmation of any renewals, and (c) at all times shall name the Bondholder as additional insured on all liability policies of the Borrower and its Subsidiaries (if any) and as loss payee on all casualty and property insurance policies of the Borrower and its Subsidiaries (if any).

SECTION 6.13. MAINTENANCE OF GOVERNMENTAL AUTHORIZATIONS. The Borrower will, and will cause each of its Subsidiaries (if any) to, maintain in full force and affect all of its authorizations, permits, licenses, certifications and accreditations necessary for the conduct of its operations as they are presently conducted.

SECTION 6.14. OTHER COVENANTS. The Borrower also agrees to comply in all respects with all of the additional covenants contained in Exhibit C hereto.

The provisions contained in Exhibit C are for the sole benefit of the Bondholder and may be amended by agreement of the Borrower and Bondholder, or compliance with such covenants may be waived by the Bondholder in its sole discretion; provided, however, that a copy of any such amendment shall be provided to the Issuer for its records.

ARTICLE VII

ADDITIONAL COVENANTS AND AGREEMENTS

SECTION 7.01. BORROWER REQUIRED TO PAY IN EVENT BOND PROCEEDS INSUFFICIENT. In the event the proceeds of the Series 2017 Bond available for payment of the Costs of the Project should not be sufficient to pay the same in full, the Borrower agrees to complete any partially completed portion of the Project financed with proceeds of the Series 2017 Bond and to pay that portion of the Costs of the Project in excess of the moneys available therefor from proceeds of the Series 2017 Bond. Neither the Bondholder nor the Issuer makes any warranty, either express or implied, that the proceeds of the Series 2017 Bond available for payment of the Costs of the Project will be sufficient for such purposes. The Borrower agrees that if after exhaustion of the proceeds of the Series 2017 Bond, the Borrower should pay any portion of the Costs of the Project pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer or the Bondholder, nor shall the Borrower be entitled to any diminution of the amounts payable under Section 2.02 hereof.

SECTION 7.02. ARBITRAGE; PREVENTION OF LOSS OF TAX EXEMPTION. The Issuer covenants and agrees that it will not intentionally take an action or fail to take an action if such action or failure to act would cause the Series 2017 Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, as implemented by such proposed, temporary and final Regulations as have been or may hereafter be adopted by the United States Treasury Department thereunder. The Borrower agrees and covenants that the proceeds of the Series 2017 Bond will not be used in such manner as to cause the Series 2017 Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, as implemented by such proposed, temporary and final Regulations as have been or may hereafter be adopted by the United States Treasury Department thereunder. The Borrower further agrees and covenants not to take any action, including any change in the Project, the result of which would cause or be likely to cause the interest payable with respect to the Series 2017 Bond not to be excluded from gross income for federal income tax purposes. The Borrower will comply with the applicable requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Series 2017 Bond from gross income of the Bondholder for federal income tax purposes. The Borrower shall comply in all respects with the provisions of the Tax Agreement.

SECTION 7.03. CERTAIN COVENANTS WITH RESPECT TO COMPLIANCE WITH ARBITRAGE REQUIREMENTS FOR INVESTMENTS IN NONPURPOSE INVESTMENTS AND REBATE TO THE UNITED STATES OF AMERICA. Section 148(f) of the Code, as implemented by Section 1.148-1 to 1.148-11 of the Income Tax Regulations (the "Rebate Provisions"), requires that, among other requirements and with certain exceptions, the Issuer pay to the United States of America the Rebate Amount. The Borrower hereby assumes and agrees to timely make all payments to pay the Rebate Amount, and agrees to pay any amounts in addition to the Rebate Amount, including all interest and penalties, if any, related thereto. The Borrower shall timely make or cause to be made by the Rebate Analyst all necessary calculations of the Rebate Amount in order to allow it to timely make all payments of the Rebate Amount in order to maintain full compliance with the Rebate Provisions. The Borrower agrees to indemnify, protect and hold harmless the Issuer with respect to any nonpayment of the Rebate Amount and such interest and penalties.

SECTION 7.04. VISITATION, INSPECTION, ETC. The Borrower will, and will cause each of its Subsidiaries (if any) to, permit any representative of the Bondholder and the Issuer, to visit and inspect its properties, to examine its books and records and to make copies and take extracts therefrom, subject to any privacy laws, and to discuss its affairs, finances and accounts with any of its officers and with its independent certified public accountants, all at such reasonable times and as often as the Bondholder and the Issuer may reasonably request after reasonable prior notice to the Borrower; provided that if an Event of Default has occurred and is continuing, no prior notice shall be required.

SECTION 7.05. COVENANTS AS TO USE OF BOND PROCEEDS AND OTHER MATTERS. The Borrower covenants and agrees that:

(a) no more than two percent (2%) of the proceeds of the Series 2017 Bond will be used to pay Issuance Costs;

(b) none of the proceeds from the issuance of the Series 2017 Bond shall be used to finance or refinance any airplane, skybox or other private luxury box, health club facility (other than any health club facility that is used by the Borrower for a use that is directly related to its exempt purposes under Section 501(c)(3) of the Code), any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and

(c) Substantially All of the Net Proceeds of the Series 2017 Bond, including earnings from the investment thereof, will be used to pay Qualified Project Costs of the facilities financed with the Series 2017 Bond.

SECTION 7.06. NON-PROFIT STATUS. The Borrower shall not (i) take any action or suffer any action to be taken by others which shall alter, change or destroy

its status as a not-for-profit corporation or its status as an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code or that would cause it to be a "private foundation" as defined in Section 509(a) of the Code or (ii) act in any other manner which would adversely affect the exclusion of the interest on the Series 2017 Bond from the gross income of the registered owners thereof for federal income tax purposes.

SECTION 7.07. NON-SECTARIAN USE. The Borrower agrees that no proceeds of the Series 2017 Bond will be used to finance the acquisition or construction of any portion of the Project which is intended to be used or will be used for sectarian purposes.

SECTION 7.08. NON-DISCRIMINATION. The Borrower will not discriminate against student users of the Project on the basis of race, religion, sex or national origin.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. EVENTS OF DEFAULT. Each of the following constitutes an "Event of Default" under this Agreement:

(a) failure by the Borrower to pay to the Bondholder, as holder of the Series 2017 Bond and assignee of the Issuer, when due any Loan Payment or to pay any other payment required to be paid hereunder;

(b) failure by the Borrower to observe and perform any other covenant, condition or agreement contained herein (including Exhibit C attached hereto), in any of the Other Financing Documents, or in any other document or agreement executed in connection herewith on its part to be observed or performed, for a period of 30 days from the earlier of (a) the date that written notice is given to the Borrower from the Bondholder or the Issuer, as the case may be, specifying such failure and directing that it be remedied or (b) the date that notice should have been delivered to the Bondholder notifying the Bondholder of such default in accordance with Section 6.01 hereof provided however that if the corrective action for such covenant, condition or agreement shall be diligently pursued by the Borrower during such 30 day period however the efforts have not fully remedied the failure, the Noteholder may in its sole discretion extend such period;

(c) initiation by the Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of the Issuer;

(d) the Borrower shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Borrower shall apply for or consent to the appointment of any receiver, trustee or similar

officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower, as the case may be; or the Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower; or any judgment, writ, levy, garnishment, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Borrower;

(e) any representation or warranty made or deemed made by or on behalf of the Borrower or any of its Subsidiaries in or in connection with this Agreement or any Other Financing Documents (including the schedules and exhibits hereto or thereto), or in any amendments or modifications hereof or waivers hereunder, or in any certificate, report, financial statement or other document submitted to the Bondholder by the Borrower or any representative of the Borrower pursuant to or in connection with this Agreement or any Other Financing Documents shall prove to be incorrect in any material respect (other than any representation or warranty that is expressly qualified by a Material Adverse Effect or other materiality, in which case such representation or warranty shall prove to be incorrect in any respect) when made or deemed made or submitted;

(f) the occurrence of a default or an event of default under any instrument, agreement or other document evidencing or relating to or securing any Indebtedness or other monetary obligation (including, without limitation, under any Hedging Agreement) of the Borrower or any of its Subsidiaries, to the Bondholder or any of its Affiliates, including, without limitation, BBVA Compass Bank;

(g) the occurrence of a default or an event of default under any of the Other Financing Documents or any other agreement between or among the Bondholder or any of its Affiliates and the Borrower or any of its Subsidiaries, including, without limitation, any agreement pertaining to indebtedness owed by the Borrower to the Bondholder or any of its Affiliates, including, without limitation, BBVA Compass Bank;

(h) failure by the Borrower to pay, after any applicable grace period, any amount owed to any creditor, other than the Bondholder or an Affiliate thereof, under a written agreement calling for the payment of money unless the Borrower, in good faith, is challenging either that such failure has occurred or that such amount is due and is diligently pursuing a resolution of such challenge;

(i) the dissolution, liquidation, merger or consolidation of the Borrower or the termination or suspension of business of the Borrower or the sale or transfer of all or substantially all of the assets of the Borrower without the prior written consent of the Bondholder;

(j) the determination of the Bondholder of an adverse change in the financial condition of the Borrower that could have a Material Adverse Effect or any other act or circumstance that makes the Bondholder insecure;

(k) an ERISA Event shall have occurred that, in the opinion of the Bondholder, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in liability to the Borrower and its Subsidiaries in an aggregate amount exceeding \$10,000, (ii) there is or arises an Unfunded Pension Liability (not taking into account Plans with negative Unfunded Pension Liability) in an aggregate amount exceeding \$10,000, or (iii) there is or arises any potential Withdrawal Liability in an aggregate amount exceeding \$10,000;

(l) any judgment or order for the payment of money in excess of \$50,000 in the aggregate shall be rendered against the Borrower or any of its Subsidiaries, and either (i) enforcement proceedings, including, without limitation, through attachment, levy or garnishment or repossession or seizure of property, shall have been commenced by any creditor upon such judgment or order or (ii) there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(m) any person or entity, or any group of related persons or entities, shall have or obtain legal or beneficial ownership of a majority of the outstanding voting securities or rights of the Borrower that is not a natural person, other than any person or entity, or any group of related persons or entities, that has such a majority ownership as of the date of this Agreement;

(n) any Guarantee related hereto shall terminate or become void or unenforceable;

(o) the Borrower commits fraud or makes a material misrepresentation at any time in connection with the Loan or any property of the Borrower securing the Loan as collateral;

(p) any deterioration or impairment of any property of the Borrower securing the Loan as collateral or any decline or depreciation in the value of any such property which causes such property, in the reasonable judgment of the Bondholder, to become unsatisfactory as to character or value; or

(p) the failure of the Borrower to provide the financial statements in accordance with Exhibit C attached hereto;

SECTION 8.02. REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred and be continuing, the Bondholder, as holder of the Series 2017 Bond, and assignee of the Issuer, shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial

steps and such other steps which are otherwise accorded to the Bondholder, as assignee of the Issuer, by applicable law:

(a) by notice to the Issuer and the Borrower, declare the entire unpaid principal amount of the Loan and the Series 2017 Bond then outstanding, all interest accrued and unpaid thereon and all amounts payable under this Agreement to be forthwith due and payable, whereupon the Loan and the Series 2017 Bond, all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, any such acceleration of the Series 2017 Bond shall not result in any additional or different liability or obligations on the part of the Issuer.

(b) proceed to protect and enforce its rights under the laws of the State or under this Agreement or any of the Other Financing Documents by such suits, actions or special proceedings in equity or at law, or by proceedings in any State or federal court having jurisdiction, either for the specific performance of any covenant or agreement contained herein or therein or in aid or execution of any power herein or therein granted or for the enforcement of any proper legal or equitable remedy, as the Bondholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Bondholder shall have the right to bring an action to enforce its creditor's rights and remedies under this Agreement and under applicable law.

(c) sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Borrower for principal, interest or otherwise under any of the provisions of this Agreement or of the Loan then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Bondholder, and to recover and enforce any judgment or decree against the Borrower for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the monies adjudged or decreed to be payable.

(d) take any other actions permitted under the terms herein, of any of the Other Financing Documents or otherwise permissible under applicable law to enforce its rights hereunder, under the Series 2017 Bond and/or under any or all of the Other Financing Documents.

SECTION 8.03. SET-OFF. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, the Bondholder shall have the right, at any time or from time to time upon the occurrence and during the continuance of an Event of Default, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, to set off and apply against all deposits (general or special, time or demand, provisional or

final) of the Borrower at any time held or other obligations at any time owing by the Bondholder to or for the credit or the account of the Borrower against any and all Series 2017 Bond held by the Bondholder or its Affiliates, irrespective of whether the Bondholder shall have made demand hereunder and although such Series 2017 Bond may be unmatured. The Bondholder agrees promptly to notify the Borrower after any such set-off and any application made by the Bondholder; provided that the failure to give such notice shall not affect the validity of such set-off and application. The Bondholder agrees to apply all amounts collected from any such set-off to the Series 2017 Bond before applying such amounts to any other Indebtedness or other obligations owed by the Borrower and any of its Subsidiaries (if any) to the Bondholder.

SECTION 8.04. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the Bondholder or the Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and/or any of the Other Financing Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholder or the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article. All remedies herein conferred upon or reserved to the Bondholder or the Issuer shall survive the termination of this Agreement.

SECTION 8.05. WAIVERS, ETC. No delay or omission of the Issuer or the Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Issuer and the Bondholder may be exercised from time to time and as often as may be deemed expedient.

The Issuer (with consent of the Bondholder with respect to any default by the Borrower) or the Bondholder may waive any Default or Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any waiver by the Bondholder shall be deemed to be a waiver by the Issuer.

SECTION 8.06. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS

AGREEMENT OR ANY OTHER FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. NOTICES.

(a) All notices, certificates, requests, demands and other communications provided for hereunder or under the Tax Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class United States mail, (iii) sent by overnight courier of national reputation, or (iv) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied, transmitted to that party at its telecopier number set forth below or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (i) the date received if personally delivered, (ii) two Business Days after deposited in the mail if delivered by mail, (iii) the date sent if sent by overnight courier, or (iv) the date of transmission if delivered by telecopy.

Bondholder: BBVA Compass Bank
Attention: Commercial Lending
5500 SW College Road
Ocala, Florida 34474
Telephone: 352-854-4460
Telecopier: 352-732-2052

Issuer: City of Mount Dora, Florida
Attention: Finance Director
510 North Baker Street
Mount Dora, Florida 32757
Telephone: 352-735-7120
Telecopier: 352-735-1406

Borrower: Christian Home and Bible School, Inc.
Attention: W. Kent Means
301 West 13th Avenue
Mount Dora, Florida 32757
Telephone: 352-383-2155

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall be effective upon actual receipt by the relevant Person or, if delivered by overnight courier service, upon the first Business Day after the date deposited with such courier service for overnight (next-day) delivery or, if sent by telecopy, upon transmittal in legible form by facsimile machine or, if mailed, upon the third Business Day after the date deposited into the mail or, if delivered by hand, upon delivery; provided that notices delivered to the Bondholder shall not be effective until actually received by such Person at its address specified in this Section.

Any agreement of the Bondholder to receive certain notices by telephone or facsimile is solely for the convenience and at the request of the Borrower. The Bondholder shall be entitled to rely on the authority of any Person purporting to be a Person authorized by the Borrower to give such notice and the Bondholder shall not have any liability to the Borrower or other Person on account of any action taken or not taken by the Bondholder in reliance upon such telephonic or facsimile notice. The obligation of the Borrower to repay the Bond and all other Obligations hereunder shall not be affected in any way or to any extent by any failure of the Bondholder to receive written confirmation of any telephonic or facsimile notice or the receipt by the Bondholder of a confirmation which is at variance with the terms understood by the Bondholder to be contained in any such telephonic or facsimile notice.

(b) (i) Notices and other communications to the Bondholder may be delivered or furnished by electronic communication (including e mail and Internet or intranet websites) pursuant to procedures approved by the Bondholder, provided that the foregoing shall not apply to notices to the Bondholder unless the Bondholder has agreed to receive notices under any Section thereof by electronic communication and has agreed to the procedures governing such communications. The Bondholder or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(ii) Unless the Bondholder otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have

been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

SECTION 9.02. FURTHER ASSURANCE AND CORRECTIVE INSTRUMENTS. The Issuer and the Borrower hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as the Bondholder reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Agreement or the Other Financing Documents and any rights of the Bondholder hereunder or thereunder.

SECTION 9.03. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the Bondholder, the Issuer, the Borrower and their respective successors and assigns.

SECTION 9.04. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.05. AMENDMENTS. To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Notwithstanding the foregoing, if the proposed waiver, alteration, modification, supplement or amendment does not affect the rights or obligations of the Issuer, the Issuer shall not be required to consent to such waiver, alteration, modification, supplement or amendment or otherwise be a party to the written instrument. The Issuer shall be provided with a copy of any such proposed amendment prior to its effective date. The provisions contained in Exhibit C are for the sole benefit of the Bondholder and may be amended by agreement between the Borrower and the Bondholder, or compliance therewith may be waived by the Bondholder in its sole discretion and neither such amendment or waiver shall require the consent of the Issuer; provided, however, that the Borrower shall provide a copy of any such amendment to the Issuer for its records. No amendment hereto will become effective unless Bond Counsel provides an opinion that such amendment will not adversely affect the exclusion from gross income of interest on the Series 2017 Bond.

SECTION 9.06. EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 9.07. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State. Each of the parties agree that certain material events and occurrences relating to the Series 2017 Bond bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Series 2017 Bond shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2017 Bond, the Issuer, the Bondholder and the Borrower consent to the jurisdiction and venue of any court located in the State.

SECTION 9.08. CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 9.09. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules hereto constitute the entire agreement among the Bondholder, the Issuer and the Borrower. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or in the Other Financing Documents or in such other documents regarding this Agreement or the Project financed hereby.

SECTION 9.10. USURY. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any amounts payable under this Agreement and the Series 2017 Bond, together with all fees, charges and other amounts which may be treated as interest with respect thereto under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate of interest (the "Maximum Lawful Rate") which may be contracted for, charged, taken, received or reserved in accordance with applicable law, the rate of interest payable in respect of such amounts payable under this Agreement and the Series 2017 Bond, together with all Charges payable in respect thereof, shall be limited to the Maximum Lawful Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.10 shall be cumulated and the interest and Charges payable in respect of amounts payable under this Agreement and the Series 2017 Bond shall be increased (but not above the Maximum Lawful Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by the Bondholder.

SECTION 9.11. INCORPORATION BY REFERENCE. All of the terms and obligations of the exhibits and schedules hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference. All provisions of the Tax Agreement are incorporated herein by reference.

SECTION 9.12. WAIVER OF EFFECT OF CORPORATE SEAL. The Borrower represents and warrants that it is not required to affix its corporate seal to this

Agreement or any Other Financing Documents pursuant to any Requirements of Law, agrees that this Agreement is delivered by the Borrower under seal and waives any shortening of the statute of limitations that may result from not affixing the corporate seal to this Agreement or such Other Financing Documents.

SECTION 9.13. PATRIOT ACT. The Bondholder hereby notifies the Borrower that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bondholder to identify the Borrower in accordance with the Patriot Act.

SECTION 9.14. NO ADVISORY OR FIDUCIARY RESPONSIBILITY. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Financing Document), the Borrower and the Issuer each acknowledge and agree that: (a)(i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the Other Financing Documents; (iii) the Bondholder is not acting as a municipal advisor or financial advisor to the Borrower or the Issuer, and (iv) it has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower or the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bondholder has provided other services or is currently providing other services to the Borrower or Issuer on other matters); (b)(i) the Bondholder is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or the Issuer, or any other Person, and (ii) the Bondholder has no obligation to the Borrower or the Issuer with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Other Financing Documents; and (c) the Bondholder may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and the Issuer, and the Bondholder has no obligation to disclose any of such interests to the Borrower or Issuer. To the fullest extent permitted by law, the Borrower and Issuer hereby waive and release any claims that either may have against the Bondholder with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby. If the Borrower or Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Borrower or Issuer, the Borrower and/or the Issuer are free to engage a municipal advisor to serve in that capacity. This Agreement and the Other Financing Documents are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1, et. seq., to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 9.15. CONSENTS. Whenever in this Agreement an action or inaction is subject to the consent of the Bondholder, the decision of whether to grant or withhold such consent shall be in the sole discretion of the Bondholder unless otherwise specifically stated herein to the contrary.

SECTION 9.16. PERMISSION TO USE INFORMATION. Borrower and Issuer agree and consent that Bondholder shall be permitted to use information related to the loan transaction in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

[Signature page follows]

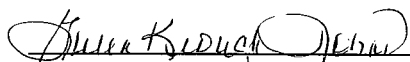
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

COMPASS MORTGAGE CORPORATION

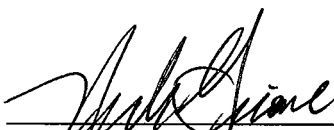
Title:

CITY OF MOUNT DORA, FLORIDA

Attest:



Gwen Keough-Johns, MMC
City Clerk



Nick Girone
Title: Mayor

[SEAL]

**CHRISTIAN HOME AND BIBLE
SCHOOL, INC.**

W. Kent Means
Title:

j:\wdox\docs\clients\25442\004\agrmnt\01205902.doc

EXHIBIT A

FORM OF SERIES 2017 BOND

**THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS AND
THE FILING OF AN INVESTOR LETTER AS MORE FULLY
DESCRIBED HEREIN AND IN THE FINANCING AGREEMENT
REFERRED TO HEREIN.**

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF MOUNT DORA, FLORIDA
REVENUE AND REVENUE REFUNDING BOND
(CHRISTIAN HOME AND BIBLE SCHOOL PROJECT),
SERIES 2017

<u>Dated Date</u>	<u>Interest Rate</u>	<u>Final Maturity Date</u>
_____, 2017	As established by Financing Agreement	_____, 2042

The City of Mount Dora, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida (hereinafter referred to as the "Issuer"), for value received, hereby promises to pay COMPASS MORTGAGE CORPORATION, or to its registered assigns (the "Holder"), but solely from the Loan Payments (as defined in the hereinafter described Financing Agreement) the principal sum of _____ DOLLARS, in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Loan Payments, in like coin and currency, interest on the outstanding principal sum from the date hereof. Such interest shall be payable on the outstanding principal balance hereof at the Interest Rate (which is subject to adjustment in accordance with the Financing Agreement). Except as otherwise set forth herein, all such payments of the principal of or interest on this Bond shall be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Financing Agreement dated as of April 1, 2017 (the "Financing Agreement") among the Issuer, Compass Mortgage Corporation and Christian Home and Bible School, Inc., a Florida not-for-profit corporation (the "Borrower"). (All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto by the Financing Agreement.)

Principal of this Bond shall be payable in installments, on the first Business Day of each month commencing _____ 1, 2017 (the "Initial Principal Payment Date"), and the final maturity date hereof. Principal payments shall be in the amounts set forth on Exhibit 1. Interest shall be payable on each Interest Payment Date and the Final Maturity Date hereof, commencing _____ 1, 2017. Interest shall be computed on the basis of the actual number of days elapsed over a year consisting of 360 days based upon the total amount advanced through the Advances.

In the event the interest rate hereon is adjusted as provided in the Financing Agreement, any additional interest due as a result thereof shall be added to the payments due in the preceding paragraph and shall be paid in addition thereto on the same days such payments are due.

From and after the occurrence of an Event of Default under the Financing Agreement, irrespective of any declaration of maturity, and from and after the Final Maturity Date, all amounts remaining unpaid or thereafter accruing hereunder, shall, at the Holder's option, bear interest at a rate equal to the lesser of (a) eighteen percent (18%) per annum and (b) the highest permissible rate under applicable law (the "Default Rate"). Such Default Rate of interest shall be payable upon demand, but in no event later than when scheduled interest payments are due, and shall also be charged on the amounts owed by the Issuer or Borrower to the Bondholder pursuant to any judgments entered in favor of the Bondholder with respect to this Bond.

This Bond is subject to mandatory redemption in whole upon the occurrence of a Determination of Taxability as provided in the Financing Agreement.

This Bond is subject to mandatory tender by the Bondholder for purchase on each Mandatory Purchase Date.

This Bond is subject to prepayment at the option of the Issuer, at the direction of the Borrower, in whole or in part at any time pursuant to the terms of, and at the redemption price set forth in, the Financing Agreement.

This Bond is issued pursuant to the Constitution of the State of Florida, Part II, Chapter 159, Florida Statutes, and other applicable provisions of law and is payable solely from Loan Payments to be made by the Borrower in accordance with the Financing Agreement and is secured by the Financing Agreement, and, among other things, the Other Financing Documents. **This Bond shall not represent or constitute a debt, liability or obligation or pledge of the faith and credit or taxing power of the Issuer, the State of Florida (the "State") or any political subdivision or agency thereof, and this Bond is payable solely from payments made by the Borrower pursuant to the Financing Agreement and any funds derived from any of the Other Financing Documents, and no moneys of the Issuer, the State, or any political subdivision or agency thereof raised by taxation or otherwise shall be obligated or pledged for the payment of any amounts due under this Bond.**

This Bond is transferable by the Holder hereof, in whole or in part, only in the manner and subject to the restrictions and limitations set forth in the Financing Agreement. The Issuer may deem and treat the registered owner hereof as the absolute owner hereof for the purposes hereof. This Bond may only be transferred to an "accredited investor" under Rule 144A promulgated under the Securities Act of 1933, as amended, or to a "qualified institutional buyer" under Regulation D promulgated under the Securities Act of 1933, as amended.

This Bond is and has all the qualities and incidents of a negotiable instrument under the law merchant and the Uniform Commercial Code-Investment Securities Law of the State of Florida.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

THIS BOND IS EXEMPT FROM THE PAYMENT OF FLORIDA DOCUMENTARY TAXES PURSUANT TO SECTION 159.31, FLORIDA STATUTES.

IN WITNESS WHEREOF, the City of Mount Dora, Florida has issued this Bond and has caused the same to be signed by the signature of the Mayor of the Issuer and attested by the Clerk of the Issuer.

CITY OF MOUNT DORA, FLORIDA

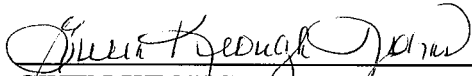
(SEAL)



NICK GIRONE

MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK


Lonnie Groot, City Attorney

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____
_____ (the "Transferor") hereby sells, assigns and transfers unto
_____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Bond on the books kept for registration of transfer thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e. Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT 1 TO
BOND PRINCIPAL PAYMENTS SCHEDULE

[to come]

EXHIBIT B

GENERAL DESCRIPTION OF THE PROJECT

Financing and reimbursing or refinancing prior expenditures for the construction and equipping of an athletic complex with an approximate 900 seat football stadium, concession and restroom facility, scoreboard, track and field facilities and related improvements located at 301 West 13th Avenue, Mount Dora, Florida.

EXHIBIT C

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWERS

For the purposes of this Exhibit C (and to the extent applicable, the Financing Agreement to which this Exhibit C is appended (the "Agreement")), the following terms shall have the meanings set forth below. Terms used herein in capitalized form and not defined herein shall have the meanings ascribed thereto in the Agreement.

"Debt Service" shall mean, for a given Fiscal Year, the sum of (a) interest expense and (b) prior period current maturities of long term debt.

"Debt Service Coverage Ratio" shall mean, as to the Borrowers, on a consolidated basis for any given period, the quotient of (a) Net Revenues Available for Debt Service, divided by (b) Debt Service.

"Net Revenues Available for Debt Service" shall mean, for a given Fiscal Year, (a) total revenues for such Fiscal Year, minus (b) the sum of total expenses for such Fiscal Year, plus (c) interest expenses, and depreciation and amortization expenses for such Fiscal Year. The following items shall not be considered for purposes of calculating "Net Revenues Available for Debt Service": any unrealized gain or unrealized loss from any interest rate derivative; any unrealized gain or unrealized loss from marketable securities; any unrealized gain or any unrealized loss in the present value of estate gifts; any realized gain or any realized loss from marketable securities; and any realized gain or loss from the termination of an interest rate swap agreement.

"Obligations" shall mean (a) the Series 2017 Bond, and (b) all amounts owing to the Bondholder pursuant to or in connection with this Agreement or any Other Financing Documents including, without limitation, all principal, interest, all reimbursement obligations, fees, expenses, indemnification and reimbursement payments, costs and expenses (including all fees and expenses of counsel to the Bondholder incurred pursuant to the Agreement or any Other Financing Documents), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder.

"OFAC" shall mean the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Permitted Liens" shall mean:

(a) Liens imposed by law for taxes not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment and attachment liens not giving rise to an Event of Default or Liens created by or existing from any litigation or legal proceeding that are currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(f) customary rights of set-off, revocation, refund or chargeback under deposit agreements or under the Uniform Commercial Code or common law of banks or other financial institutions where any Borrower or any of its Subsidiaries (if any) maintains deposits (other than deposits intended as cash collateral) in the ordinary course of business;

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of any Borrower or any of its Subsidiaries (if any) taken as a whole; and

provided that the term "Permitted Liens" shall not include any Lien securing Indebtedness, except as expressly contemplated or permitted hereby.

"Property" shall mean the property described in the Mortgage.

ARTICLE 1. AFFIRMATIVE AND NEGATIVE COVENANTS

The Borrower covenants and agrees that so long as the Bondholder owns the Series 2017 Bond:

Section 1.1 Reporting Requirements. The Borrower will deliver, or cause to be delivered, to the Bondholder each of the following, which shall be in form and detail acceptable to the Bondholder:

(a) as soon as available, and in any event within 45 days after the end of each Fiscal Quarter of the Borrower, commencing with the first Fiscal Quarter ending after the Delivery Date, internal financial statements of the Borrower, which internal financial statements shall include a year-to-date statement of financial position of the Borrower and its Affiliates as of the end of such Fiscal Quarter and the related statements of activities of the Borrower through the Fiscal Quarter then ended, all in reasonable detail, together with a certificate of an authorized officer of the Borrower certifying such statements as being true and correct and stating that such financial statements are fairly presented on a consistent basis and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto.

(b) as soon as available, and in any event within 120 days after the end of each Fiscal Year of the Borrower, commencing with the first Fiscal Year ending on the Final Maturity Date, audited consolidated and consolidating financial statements of the Borrower and its Affiliates, which audited annual financial statements shall include a statement of financial position of such Borrower as of the end of such Fiscal Year and the related statements of activities (with all footnotes thereto) of such Borrower for the Fiscal Year then ended, all in reasonable detail, and in each case setting forth in comparative form the figures for the previous Fiscal Year, together with an opinion of independent certified public accountants satisfactory to the Bondholder stating that such financial statements are fairly presented on a consistent basis in accordance with GAAP (without a "going concern" or like qualification, exception or explanation and without any qualification or exception as to scope of such audit);

(c) within five (5) days after receipt of a written request therefor, or such additional reasonable period as shall be required by the applicable Borrower based on the information statements or reports requested, but in no event longer than thirty (30) days after receipt of such request, such additional information and statements and other reports with respect to any Borrower's or any Guarantors' financial condition and business operations as the Bondholder may reasonably request;

(d) concurrent with the delivery of the Borrower's annual financial statements described in subsection (b) above, Borrower shall deliver each of the following: (i) a compliance certificate satisfactory to Bondholder signed by a Responsible Officer of the Borrower providing calculations of compliance with the covenants in Article 2 of this Exhibit C and certifying that there are no defaults or describing any defaults and the proposed actions to be taken to cure the same;

and (ii) a report on the following information for the Fiscal Year most recently concluded: total student enrollment; number of student applicants; student acceptance rate; and student matriculation rate.

(e) The Borrower agrees to notify Bondholder of occurrence of any event of default, change in senior management, commencement of litigation that could reasonably be expected to have a material adverse impact, and any other event that could reasonably be expected to have a material adverse impact on the assets, operations or financial conditions of any Borrower or any Guarantor.

Section 1.2 Use of Note Proceeds. The Borrowers will use the proceeds of the Series 2017 Bond for the purposes set forth in Section 2.01 hereof. No part of the proceeds of the Series 2017 Bond will be used, whether directly or indirectly, for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulation T, Regulation U or Regulation X.

Section 1.3 Fundamental Changes and Sale of Assets.

(a) The Borrower will not, nor will it permit any of its Subsidiaries (if any) to, merge into or consolidate into any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its assets (in each case, whether now owned or hereafter acquired) or all or substantially all of the stock of any of its Subsidiaries (if any) (in each case, whether now owned or hereafter acquired) or liquidate or dissolve; provided that if, at the time thereof and immediately after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, (i) any Borrower or any Subsidiary may merge with a Person if such Borrower (or such Subsidiary if such Borrower is not a party to such merger) is the surviving Person, (ii) any Subsidiary may merge into another Subsidiary, (iii) any Subsidiary may sell, transfer, lease or otherwise dispose of all or substantially all of its assets to the Borrower, and (iv) any Subsidiary may liquidate or dissolve if the Subsidiary's parent Borrower determines in good faith that such liquidation or dissolution is in the best interests of such Borrower and is not materially disadvantageous to the Bondholder.

(b) The Borrower will not, nor will it permit any of its Subsidiaries (if any) to engage in any business other than businesses of the type conducted by the Borrower or such Subsidiary on the date hereof and businesses reasonably related thereto.

Section 1.4 Governmental Regulations. The Borrower will not, nor will it permit any of its Subsidiaries (if any) to, (a) be or become subject at any time to any law, regulation, or list of any Governmental Authority of the United States (including, without limitation, the OFAC list) that prohibits or limits the Bondholder from continuing to own the Series 2017 Bond or from otherwise conducting business with any Borrower,

or (b) fail to provide documentary and other evidence of the identity of any Borrower as may be requested by the Bondholder or any Borrower at any time to enable the Bondholder to verify the identity of any Borrower or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act at 31 U.S.C. Section 5318.

Section 1.5 Transactions with Affiliates. The Borrower shall not sell, lease or otherwise transfer any property or assets constituting all or part of the Property to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except in the ordinary course of business at prices and on terms and conditions not less favorable to any Borrower than could be obtained on an arm's-length basis from unrelated third parties, or except for transfers to a Guarantor.

Section 1.6 Restrictive Agreements. The Borrower will not directly or indirectly, enter into, incur or permit to exist any agreement that prohibits, restricts or imposes any condition upon the ability of any Borrower to create, incur or permit any Lien upon any of its assets or properties, whether now owned or hereafter acquired, provided that the foregoing shall not apply to restrictions or conditions imposed by law or by the Agreement or any Other Financing Document, or apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by the terms hereof if such restrictions and conditions apply only to the property or assets securing such Indebtedness or to customary provisions in leases and other contracts restricting the assignment thereof.

Section 1.7 Swap Transaction Agreement. On the Effective Date, the Borrower shall enter into the Swap Transaction Agreement. The Borrower's obligations under the Swap Transaction Agreement and to the Swap Provider shall be secured ratably and on a pari passu basis with the Bondholder.

Section 1.8 Amendment to Material Documents. The Borrower shall not amend, modify or waive any of its rights in a manner materially adverse to the Bondholder under its certificate of incorporation, charter, bylaws or other organizational documents.

Section 1.9 Prohibition on Sale or Lease of Assets. The Borrower shall not sell, lease, assign, transfer or otherwise dispose of any of its assets except for: (i) the disposition of obsolete or worn out equipment or other property no longer required by or useful to the Borrower in connection with the operation of its business; (ii) disposition in the ordinary course of business; and (iii) transactions otherwise consented to by the Bondholder in writing. Any leases by the Borrower of all or any portion of the Property must be submitted to and approved by the Bondholder, in its discretion, in advance.

Section 1.10 Liens. The Borrower will not, nor will it permit any of its Subsidiaries (if any) to, create, incur, assume or suffer to exist any Lien on any of its assets or property now owned, except:

- (a) Liens securing the Series 2017 Bond;
- (b) Permitted Liens; and
- (c) Liens expressly approved in writing by the Bondholder.

Section 1.11 ADA. The Borrower will comply with the ADA and any and all regulations and guidelines issued thereunder to the extent that such compliance with the ADA is required thereunder. The Borrower agrees to indemnify, defend, and hold the Bondholder harmless from and against any loss to the Bondholder, including without limitation, attorneys' fees incurred by the Bondholder as a result of any Borrower's noncompliance with the requirements of ADA or the failure of any properties of any Borrower to comply therewith.

Section 1.12 Deposit Relationship. Throughout the term of the Series 2017 Bond, the Borrower will maintain its primary operating account with Compass Bank (such "operating account" to be its principal depository and disbursement account) or an Affiliate of Compass Bank. The rates, fees and charges associated with any accounts and related services for such accounts shall be comparable to the rates, fees and charges offered by other banks or financial institutions in the Central Florida market. The Borrower shall have the right to establish and account and obtain related services from a competing bank or financial institution to the extent that the Compass Bank does not offer a similar account or related services.

Section 1.13 Additional Indebtedness. Throughout the term of the Series 2017 Bond, the Borrower shall not incur any Material Indebtedness in excess of \$250,000 without Lender's prior written consent.

Section 1.14 Capital Campaign. Until such time as the Agreement shall have terminated and the Series 2017 Bond shall have been paid in full and all other Obligations shall have been fully satisfied, the Borrower shall utilize all proceeds raised from any capital campaign conducted by such Borrower for only one or more of the following purposes: (a) repaying outstanding Indebtedness incurred for the same purpose as the capital campaign; or (b) the acquisition, construction, improvement, equipping, or furnishing of capital improvements unrelated to the Project.

ARTICLE 2.
FINANCIAL COVENANTS

The Borrower covenants and agrees that so long as the Bondholder shall own the Series 2017 Bond:

Section 2.1 Debt Service Coverage Ratio. The Borrowers, on a consolidated basis, shall have and maintain, as of the end of each Fiscal Year then ended, commencing with the Fiscal Year 2017, for such Fiscal Year, a Debt Service Coverage Ratio of not less than 1.15:1, with such ratio calculated utilizing information derived from the Borrowers' audited financial statements delivered pursuant to Section 1.1(b) of this Exhibit C.

EXHIBIT D
FORM OF REQUISITION

REQUISITION NO. ____

Amount of Advance Requested: \$ _____

Total Advance to Date: \$ _____

Percentage of Completion of Applicable Project: _____

1. All terms used herein in capitalized form shall have the meanings ascribed thereto in the Financing Agreement dated as of April 1, 2017, among the Christian Home and Bible School, Inc. (the "Borrower"), City of Mount Dora, Florida (the "Issuer") and Compass Mortgage Corporation (the "Bondholder"). Each obligation for which a disbursement is hereby requested is described in reasonable detail in Exhibit A hereto together with the name and address of the person, firm or corporation to whom payment is due.

2. The bills, invoices or statements of account for each obligation referenced in Exhibit A are on file with the Borrower.

3. The Borrower hereby certifies that:

(a) each obligation mentioned in Exhibit A has been properly incurred and has not been the basis of any previous Advance, all funds requested herein will be used only for the specific obligations described on Exhibit A and all outstanding claims for labor and materials through the date of the last Advance have been paid and liens therefor have been paid except for unpaid claims approved by the Bondholder;

(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Project or for services not yet performed in connection therewith;

(c) the expenditure of the amount requested under this Requisition, when added to all disbursements under previous Requisitions, will result in at least ninety-five percent (95%) of the total of such disbursements, other than disbursements for reasonable expenses incurred in connection with the issuance of the Series 2017 Bond, having been used to pay Qualified Project Costs, the expenditures of the amount requested under this Requisition, when added to all disbursements under previous Requisitions, will result in no more than two percent (2%) of the aggregate face amount of the Series 2017 Bond being used for payment of Issuance Costs, and the amount of un-requisitioned Bond proceeds

together with all other available moneys is sufficient to pay the costs of completing the Project in accordance with the Final Plans and the Agreement;

(d) the Borrower has complied with all of its obligations under the Financing Agreement or the Other Financing Documents as of the date hereof;

(e) no Event of Default under the Financing Agreement or any of the Other Financing Documents has occurred and is continuing and there exists no event or condition which, with the giving of notice or the passage of time would constitute an Event of Default under any of the foregoing;

(f) insofar as any obligation described in Exhibit A was incurred for labor, services, materials, supplies or equipment (i) such labor and services were actually performed in a satisfactory manner in connection with the acquisition, construction and equipping of the Project and (ii) such materials, supplies and equipment were actually used in connection with the acquisition, construction and equipping of the Project or were delivered to the site of the Project (and remain at the site of the Project) for that purpose;

(g) there has not been served upon the Borrower any lien, notice of any lien, right to lien or attachment upon or claim affecting the right to receive payment of, any moneys payable to any of the persons or firms named in this requisition, which has not been released or will not be released simultaneously with the payment of such obligation; and

(h) any required payment and performance bond remains in full force and effect and free from default on the date hereof.

4. Provides a copy of an Executed Contractor's Application for Payment (AIA Forms 6702IG703).

This _____ day of _____, 2017.

CHRISTIAN HOME AND BIBLE SCHOOL,
INC.

By: _____
Borrower Representative

EXHIBIT E
ENVIRONMENTAL MATTERS

None.

EXHIBIT F
FORM OF INVESTOR LETTER

_____, 201__

City of Mount Dora, Florida
Mount Dora, Florida

Christian Home and Bible School, Inc.
Mount Dora, Florida

Re: \$6,250,000 City of Mount Dora, Florida Revenue and Revenue Refunding
 Bond (Christian Home and Bible School Project), Series 2017 (the "Bond")

Ladies and Gentlemen:

The undersigned, on behalf of COMPASS MORTGAGE CORPORATION (the "Bondholder"), hereby acknowledges receipt of the Bond issued by the City of Mount Dora, Florida (the "Issuer"). The Bond has been checked and inspected by the Bondholder. We hereby represent and warrant to you and agree with you as follows:

1. The undersigned acknowledges that the Bond was issued under that certain Financing Agreement dated as of April 1, 2017 (the "Financing Agreement"), by and among the Issuer, the Christian Home and Bible School, Inc., a Florida not-for-profit corporation (the "Borrower") and the Bondholder. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Financing Agreement.

2. We are purchasing the Bond for our own account and not for resale; provided however, the Bondholder reserves the right to transfer the Bond any part thereof or interest therein at any time in its sole discretion in whole or in part, in accordance with the Financing Agreement.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond.

4. We have authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Bondholder in connection with the purchase of the Bond.

5. The undersigned is a duly appointed, qualified and acting representative of the Bondholder and is authorized to cause the Bondholder to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Bondholder.

6. The undersigned is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act or is an "accredited investor" as defined in the Financing Agreement and is able to bear the economic risks of investment in the Bond.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The undersigned has made its own inquiry and analysis with respect to the Borrower, the Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

Very truly yours,

By: _____

Name: _____

Title: _____

FIRST AMENDMENT TO FINANCING AGREEMENT

THIS FIRST AMENDMENT TO FINANCING AGREEMENT, made as of September __, 2021 (this “*Amendment*”), by and among PNC MORTGAGE CORPORATION, an Alabama corporation, or one of its affiliates (together with its successors and assigns, the “*Bondholder*”), CITY OF MOUNT DORA, FLORIDA (the “*Issuer*”), a municipal corporation duly created and existing under the laws of the State of Florida, and CHRISTIAN HOME AND BIBLE SCHOOL, INC., a not-for-profit corporation duly incorporated and validly existing under the laws of the State of Florida and a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (and any successor, surviving, resulting or transferee entity, the “*Borrower*”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Financing Agreement dated as of May 1, 2017 among the Bondholder, the Issuer and the Borrower (the “*Original Agreement*” and, together with this Amendment, the “*Agreement*”).

WITNESSETH THAT:

1. Pursuant to the Original Agreement the Issuer has financed the Project on behalf of the Borrower through the issuance of its Revenue and Revenue Refunding Bond (Christian Home and Bible School Project), Series 2017 in the aggregate principal amount of \$6,250,000 (the “*2017 Bond*”).
2. In connection with the 2017 Bond, the Borrower and BANCO BILBAO VIZCAYA ARGENTARIA, S.A. entered into an ISDA Master Agreement and Schedule dated as of May 1, 2017 and a Confirmation with a trade date of May 4, 2017 (the “*Swap Transaction Agreement*”).
3. Subsequent to the Swap Transaction Agreement, the Bondholder was acquired by The PNC Financial Services Group, Inc. and changed its name from Compass Mortgage Corporation to PNC Mortgage Corporation (the “*BBVA Acquisition*”).
4. In connection with the BBVA Acquisition and in order to novate the Swap Transaction Agreement to PNC Bank, National Association, the Issuer, the Borrower and the Bondholder wish to amend the Original Agreement, all as set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contained and intending to be legally bound hereby, covenant and agree as follows:

1. Amendments to Original Agreement.

(a) Section 1.01 of the Original Agreement (Definitions) is hereby amended by restating the following definition to read as follows:

““**Swap Provider**” means PNC Bank, National Association, and its successors and assigns.”

(b) Section 1.7 of Exhibit C to the Original Agreement is hereby amended by deleting the phrase “, Banco Bilbao Vizcaya Argentaria, S.A.,” therefrom.

2. Governing Law. This Amendment and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

3. Validity. Any determination that any provision of this Amendment or any application thereof is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity,

legality, or enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Amendment.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Bondholder, the Issuer and the Borrowers and their respective administrators, successors and assigns.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement, binding for all purposes. Each party executing this Amendment represents that such party has the full Issuer and legal power to do so. An electronic image (including a facsimile, "pdf", photograph or other electronic image) of an executed counterpart of this Amendment shall be deemed to be an original for all purposes. Execution of this Amendment by a party by e-signature shall fully bind such party to this Amendment.

6. Confirmation of Original Agreement. Except as expressly modified hereby, all other terms and provisions of the Original Agreement shall remain in full force and effect, unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Financing Agreement as of the day and year first above written.

PNC MORTGAGE CORPORATION

By: _____
Name:
Title:

CITY OF MOUNT DORA, FLORIDA

Attest: _____
City Clerk

By: _____
Mayor

CHRISTIAN HOME AND BIBLE SCHOOL,
INC.

By: Robert A West
Name: Robert A West
Title: Vice President



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Request Approval of Meeting Minutes
- September 7, 2021 CRA Governing Board Minutes
- September 7, 2021 NECRA Governing Board Minutes

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):

1. September 7, 2021 CRA Governing Board
2. September 7, 2021 Northeast CRA Governing Board

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/13/2021
Final Approval - 10/14/2021

**CITY OF MOUNT DORA
CRA GOVERNING BOARD
M I N U T E S**



**REGULAR MEETING
SEPTEMBER 7, 2021
COMMUNITY BUILDING**

Having been duly advertised as required by law, Cathy Hoechst, Chair, called the Regular Session of the CRA Governing Board to order at 5:20 p.m.

Councilmember Guenther led a Moment of Silence and Pledge of Allegiance to the Flag.

Members Present

Cathy Hoechst, Chair
Harmon Massey
Pam Burtnett
Cal Rolfson
Austin Guenther
Marc Crail
Doug Bryant

Also Present

Charles F. Revell, Interim City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

DISCUSSION ITEMS

1. **Request approval of Resolution 2021-101, CRA Support of Lake County's allocation of ARPA funding for a Utility Corridor**

Sherry Sutphen, City Attorney, read Resolution No. 2021-101 by title only.

RESOLUTION NO. 2021-101 (CRA)

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY (CRA), PERTAINING TO SUPPORT FOR LAKE COUNTY PURCHASING RAILROAD RIGHT OF WAY FROM CSX; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PLEDGE OF SUPPORT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING AN EFFECTIVE DATE AND PROVIDING DIRECTIONS TO THE CITY CLERK.

Charles Revell, Interim City Manager, introduced the agenda item and gave a brief description of the item.

MOTION BY COUNCILMEMBER CRAIL TO APPROVE RESOLUTION 2021-101, CRA SUPPORT OF LAKE COUNTY'S ALLOCATION OF ARPA FUNDING FOR A UTILITY CORRIDOR; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

***Councilmember Crail YES
Councilmember Rolfson YES
Councilmember Guenther YES
Councilmember Bryant YES***

***Councilmember Burtnett YES
Vice-Mayor Massey YES
Mayor Hoechst YES***

2. Resolution 2021-102 CRA, Approval of Fiscal Year 2021-2022 Annual Budget

Sherry Sutphen, City Attorney, read Resolution No. 2021-102 by title only.

RESOLUTION NO 2021-102

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2021-2022 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Charles Revell, Interim City Manager, stated this approval of the fiscal year 2021-22 annual budget for the Community Redevelopment Agency.

MOTION BY COUNCILMEMBER GUENTHER TO APPROVE RESOLUTION 2021-102 CRA, APPROVAL OF FISCAL YEAR 2021-2022 ANNUAL BUDGET; VICE-MAYOR MASSEY SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

***Councilmember Guenther YES
Vice-Mayor Massey YES
Councilmember Burtnett YES
Councilmember Rolfson YES***

***Councilmember Crail YES
Councilmember Bryant YES
Mayor Hoechst YES***

ADJOURNMENT

With no additional business for discussion, the CRA Governing Board meeting adjourned at approximately 5:28p.m.

CATHERINE T. HOECHST
CHAIR

Jessica Burnham
City Clerk

**CITY OF MOUNT DORA
NECRA GVRN BOARD
MINUTES**



**REGULAR MEETING
SEPTEMBER 7, 2021
COMMUNITY BUILDING**

Having been duly advertised as required by law, Cathy Hoechst, Chair, called the Regular Session of the Northeast CRA Governing Board to order at 5:29 p.m.

Members Present

Cathy Hoechst, Chair
Harmon Massey
Pam Burnett
Cal Rolfson
Austin Guenther
Marc Crail
Doug Bryant

Also Present

Charles F. Revell, Interim City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

DISCUSSION ITEMS

1. Request Adoption of Resolution 2021-103 Northeast CRA, Approval of Fiscal Year 2021-2022 Annual Budget

Sherry Sutphen, City Attorney, read Resolution No. 2021-103 by title only.

RESOLUTION NO. 2021-103 (NORTHEAST CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2021-2022 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Charles Revell, Interim City Manager, stated this for the Northeast CRA approval of the fiscal year 2021-2022 annual budget.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION 2021-103 NORTHEAST CRA, APPROVAL OF FISCAL YEAR 2021-2022 ANNUAL BUDGET; VICE-MAYOR MASSEY SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

Councilmember Rolfson *YES*
Vice-Mayor Massey *YES*
Councilmember Burtnett *YES*
Councilmember Guenther *YES*

Councilmember Crail *YES*
Councilmember Bryant *YES*
Mayor Hoechst *YES*

ADJOURNMENT

With no additional business for discussion, the NECRA Governing Board meeting adjourned at approximately 5:31 p.m.

CATHERINE T. HOECHST
CHAIR

JESSICA BURNHAM
City Clerk



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of Amendment 1 to the CMAR Agreement with Wharton-Smith for acceptance of Guaranteed Maximum Price (GMP) for the construction of Fire Station 35

Introduction:

This is a request for City Council to approve Amendment 1 to the CMAR Agreement with Wharton-Smith for acceptance of the guaranteed maximum price (GMP) for the construction of Fire Station 35.

Discussion:

In 2018, the City of Mount Dora, recognizing the need to construct a permanent replacement for Fire Station 35, sought bond funding for the fire stations projects. The existing Station 35, located on the western side of Mount Dora just off CR 19-A, was initially intended to be a temporary facility. The new Fire Station site is located on the north side of CR 19A and west of Eudora Road (2.55 acres) - Attachment 1.

Architects Design Group (ADG) was selected as the project's architect by an evaluation committee (RFQ 19-PS-017) and approved by City Council on May 21, 2019, with final agreement approved by City Council on November 5, 2019 via Resolution 2019-141. Wharton-Smith, Inc. was selected as the project's Construction Manager at Risk (CMAR) by an evaluation committee (RFQ 19-PS-016) and approved by City Council on May 21, 2019, with final agreement approved by City Council on January 7, 2020 via Resolution 2019-140.

City staff subsequently embarked on Phase 1 design of Fire Station 35 with ADG and Wharton-Smith, which included a spatial needs assessment and conceptual design. Following input and coordination with the Fire Department and in keeping with the established budget, a conceptual design was developed for Fire Station 35. In December 2020, ADG provided its proposal for Phase 2 design and engineering and, on December 15, 2020, City Council approved Resolution No. 2020-189, authorizing Phase 2 design and engineering for Fire Station 35.

The original conceptual design for the project called for developing the eastern half of the Fire Station 35 property and leaving the western half of the property undeveloped for future development and use as an agility/fire training facility. As engineering of the site progressed and in cooperation with Lake County, it was determined that the western side of the property would need to be developed to retain and treat stormwater received on the site. This change had a minor impact on the project's overall budget.

Through the development of the engineering and guaranteed maximum price (GMP), staff has worked with ADG and Wharton-Smith to obtain a waiver of the Fire Impact Fee (Resolution No. 2021-69 approved by Council on June 15, 2021) and directly procure structural steel to avoid schedule delays and price increases, as well as realize sales tax savings (Resolution No. 2021-74 approved by Council on July 7, 2021).

On September 15, 2021, the Site Plan for Fire Station 35 was presented to the Mount Dora Planning and Zoning Commission and received unanimous approval (see Attachment 2).

Wharton-Smith presents the Guaranteed Maximum Price (GMP) in the amount of \$5,120,847 for construction of Fire Station 35. Upon approval, a public groundbreaking is scheduled for October 27, 2021, with construction mobilization to begin in November 2021. Anticipated owner occupancy is August 2022.

Budget Impact:

Funding for this project is included in the FY 2021-22 budget utilizing Fire Assessment Fees. Construction of Fire Station 35 is funded in the following GL line: 310-5555-562.00.35-FS0035.

Strategic Impact:

Goal 2: Infrastructure / Public Safety

Recommendation City Council approve Amendment to the CMAR Agreement with Wharton-Smith for acceptance of Guaranteed Maximum Price (GMP) for the construction of Fire Station 35.

Attachment(s):

1. Attachment 1 Vicinity Map (ADA)
2. Attachment 2 Fire Station 35 Site Plan Application to P&Z 9-15-2021.pdf (ADA)
3. Amendment 1.Wharton Smith.GMP.FS35.SGS(ADA)

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Vince Sandersfeld, Planning and Development Director
Rich Loewer, Deputy Fire Chief
John McKinney, Finance Director
Chet Cramer, Project Manager
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk

Approved - 10/11/2021

Approved - 10/12/2021

Approved - 10/12/2021

Approved - 10/13/2021

Approved - 10/13/2021

Approved - 10/13/2021

Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/13/2021
Final Approval - 10/14/2021

VICINITY MAP

Legend

-  City Limits
-  Subject Property





**CITY OF
MOUNT
DORA**

RECEIVED

By RagusaE at 2:54 pm, Jul 06, 2021

SP21-08

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
E-mail: plandev@cityofmountdora.com

**SITE PLAN
APPLICATION**

Date: 5/28/2021 Project Name: City of Mount Dora Fire Station No. 35

1. Site Address: 3200 North Highway 19-A, Mount Dora, FL 32757

(Contact City Staff for New Address Assignments)

2. Applicant's Name: City of Mount Dora

Company's Name: City of Mount Dora

Address: 510 N. Baker Street

City, State & Zip: Mount Dora, FL 32757

Phone: 352-735-7100 E-mail: cramerc@ci.mount-dora.fl.us

3. Property Owner's Name(s): City of Mount Dora

Company's Name: City of Mount Dora

Address: 510 N. Baker Street

City, State & Zip: Mount Dora, FL 32757

Phone: 352-735-7100 E-mail: cramerc@ci.mount-dora.fl.us

4. Engineer's Name: Michael Kerns

Company's Name: AVCON, INC.

Address: 436 W. New York Ave

City, State & Zip: Deland, FL 32720

Phone: 386-626-1468 E-mail: mkerns@avconinc.com

5. Landscape Architect's Name: Jonathan Daniels

Company's Name: Kimley-Horn

Address: 134 Riberia Street, Suite 102

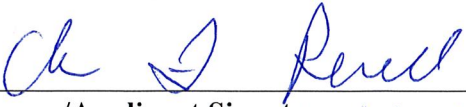
City, State & Zip: St. Augustine, FL 32804

Phone: _____ E-mail: Jonathan.Daniels@kimley-horn.com

6. Architect's Name: Susan Gantt
Company's Name: Architects Design Group
Address: 333 N. Knowles Ave.
City, State & Zip: Winter Park, FL 32738
Phone: 407-647-1706 E-mail: susang@adgusa.org
7. Briefly describe the property project and proposed use(s): Building a fire station for the City of Mount Dora on three parcels of land
8. Property is located on the following adjacent streets: County Road 19-A
9. Zoning District: C-2A, C-3 Future Land Use Category: Peripheral & Highway Commercial
10. Building Size Existing (SF): 0 Proposed (SF): 9,142
Total (SF): 9,142
11. Proposed Number of Seats: N/A
12. Size of property in Acres: 2.554 Square Feet: 111,259
13. Number of structures to be built on the site: 1
14. Height of structures(s): 6' - 24' Building Stories: 1
15. Total square footage of impervious surface: 35,481 SF
16. The percentage of lot coverage: 31.89%
17. Are vested rights being requested as part of this application? Yes _____ No _____
If no, by signing this application you are waiving any future vested development rights on this property.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.


Owner/Applicant Signature Interim City Manager
Site Plan Application

7/6/2021
Date



EXTERIOR PERSPECTIVE LOOKING NORTHWEST



EXTERIOR PERSPECTIVE LOOKING SOUTHEAST



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P: (407) 647-1706
Corporate Registration
Number: AR94944

**MOUNT DORA FIRE
STATION NO. 35**

CITY OF MOUNT
DORA

SITE PLAN
SUBMITTAL

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• revisions/addenda

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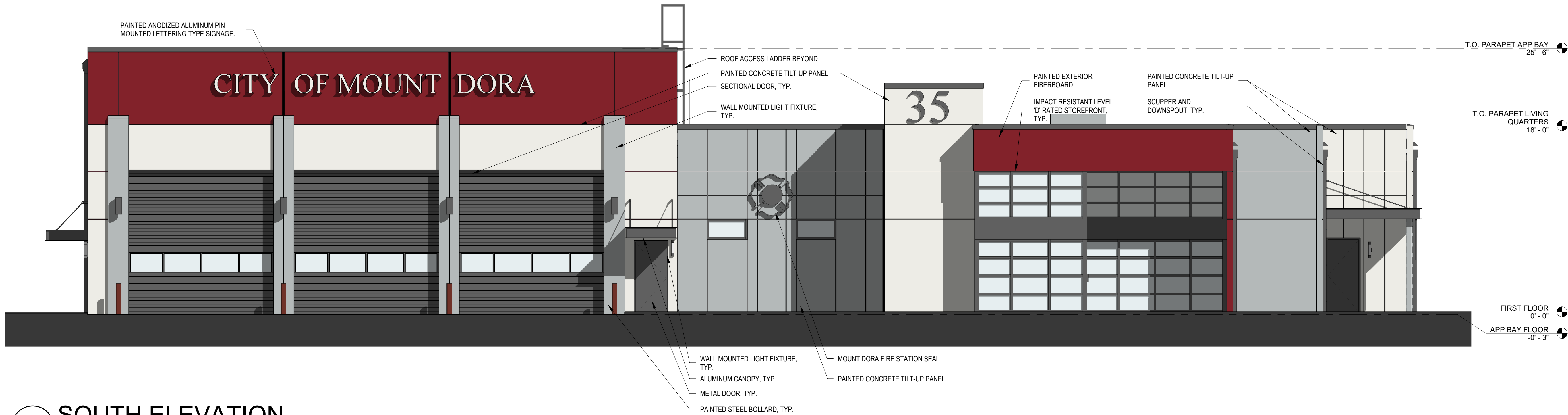
• sheet title
**COLOR
RENDERINGS**

• scale:
• drawn: TD
• checked: LG
• approved: SG
• date: 08/16/2021

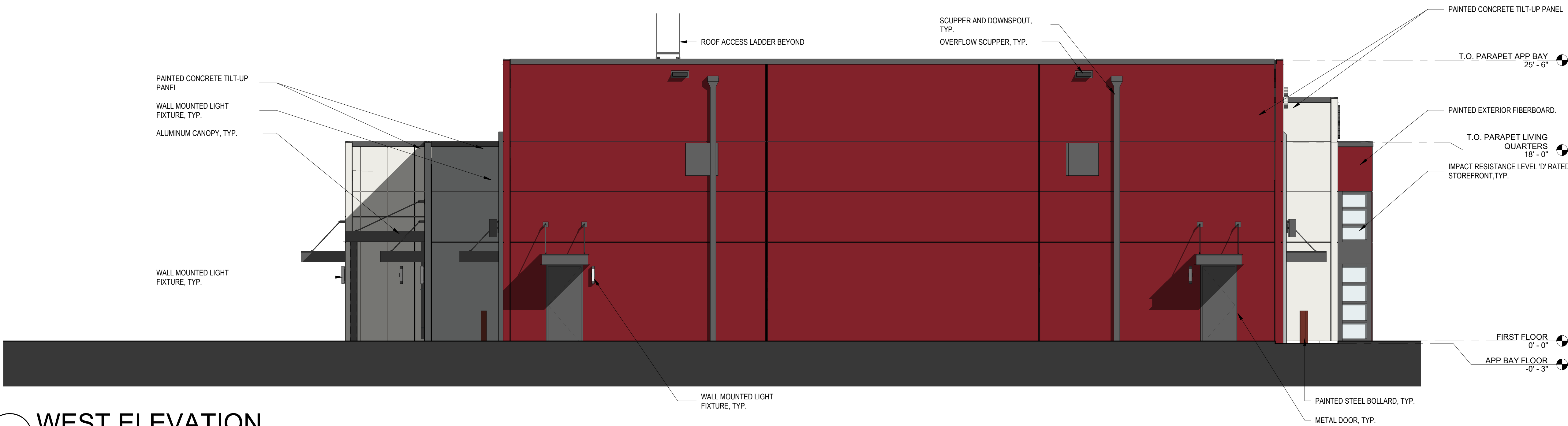
• project no.
1040
• sheet number:
AA-010

MATERIAL & EXTERIOR FINISH LEGEND

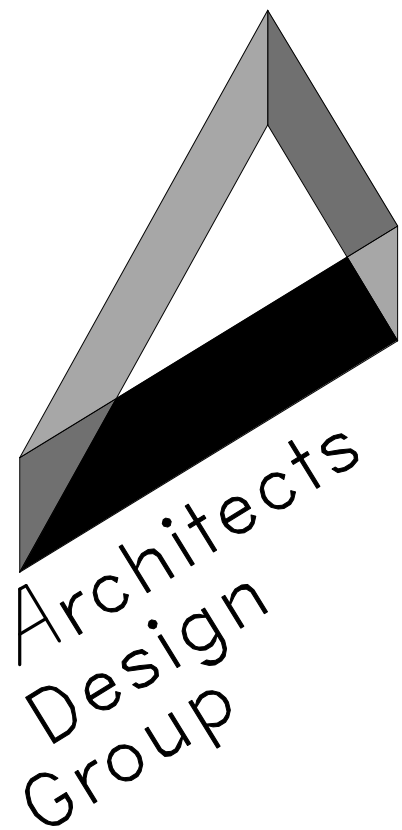
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	GLAZING, CLEAR		P-2 PAINT- SW 2832 COLONIAL REVIVAL GRAY
	GLAZING, SPANDREL		P-3 PAINT- SW 7005 PURE WHITE



1 SOUTH ELEVATION
3/16" = 1'-0"



2 WEST ELEVATION
3/16" = 1'-0"



Architects and Planners

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revisions/addenda

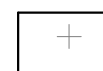
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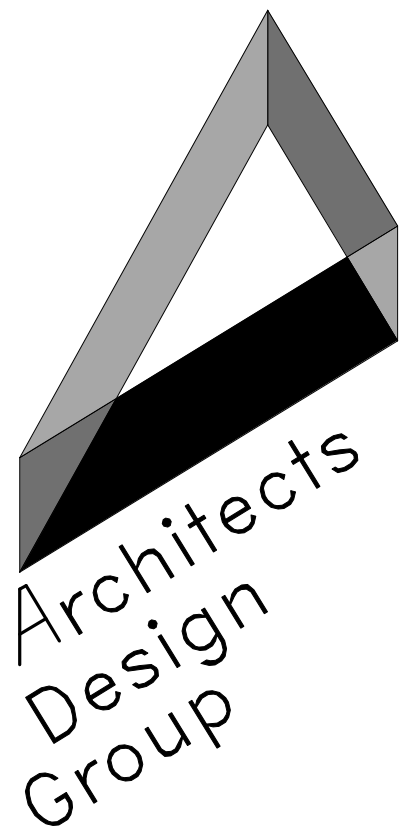
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EXTERIOR
BUILDNG
ELEVATIONS

scale: As indicated
drawn: TD
checked: LG
approved: SG
date: 08/16/2021

project no.
1040
sheet number:
AA-007

MATERIAL & EXTERIOR FINISH LEGEND

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	GLAZING, CLEAR		P-2 PAINT- SW 2832 COLONIAL REVIVAL GRAY
	GLAZING, SPANDREL		P-3 PAINT- SW 7005 PURE WHITE



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MOUNT DORA FIRE
STATION NO. 35

CITY OF MOUNT
DORA

SITE PLAN
SUBMITTAL

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revisions/addenda

Number	Description	Date Issued
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sheet title
EXTERIOR
BUILDNG
ELEVATIONS

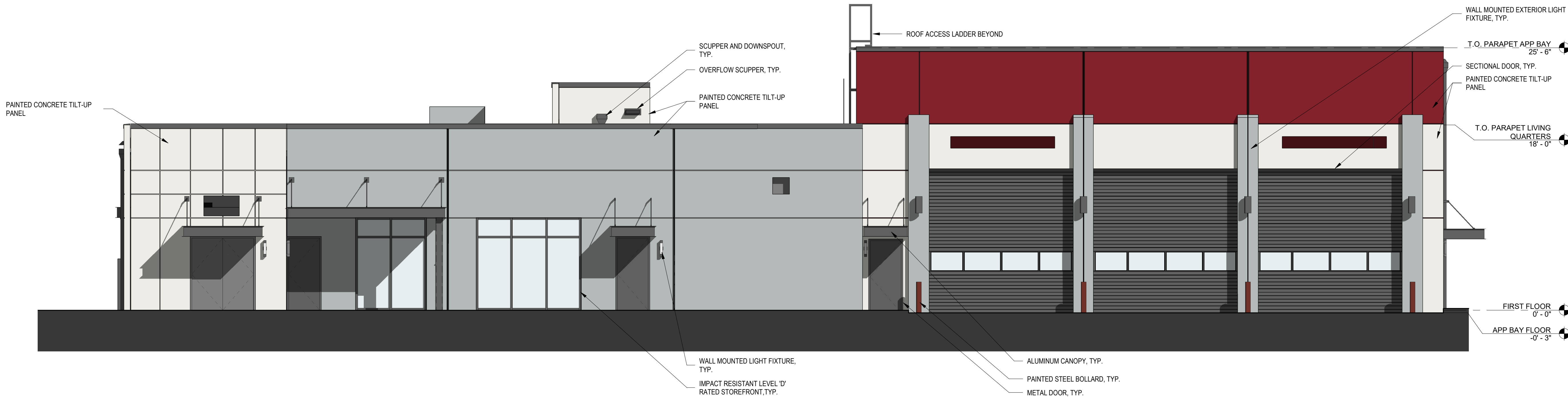
scale: As indicated
drawn: TD
checked: LG
approved: SG
date: 08/16/2021

project no.

1040

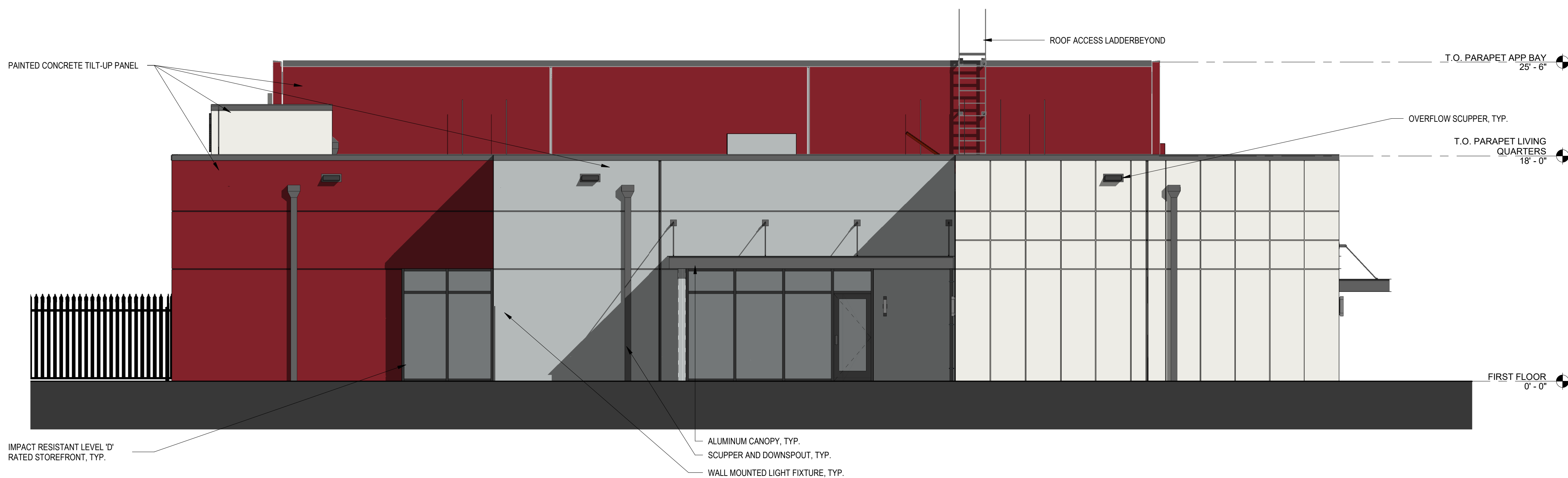
sheet number:

AA-008



1 NORTH ELEVATION

3/16" = 1'-0"

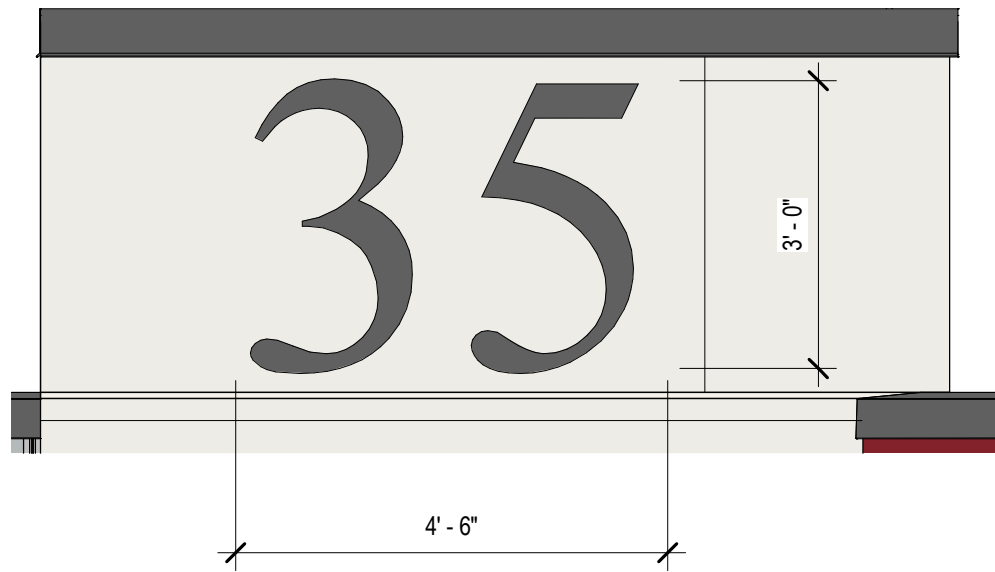


2 EAST ELEVATION

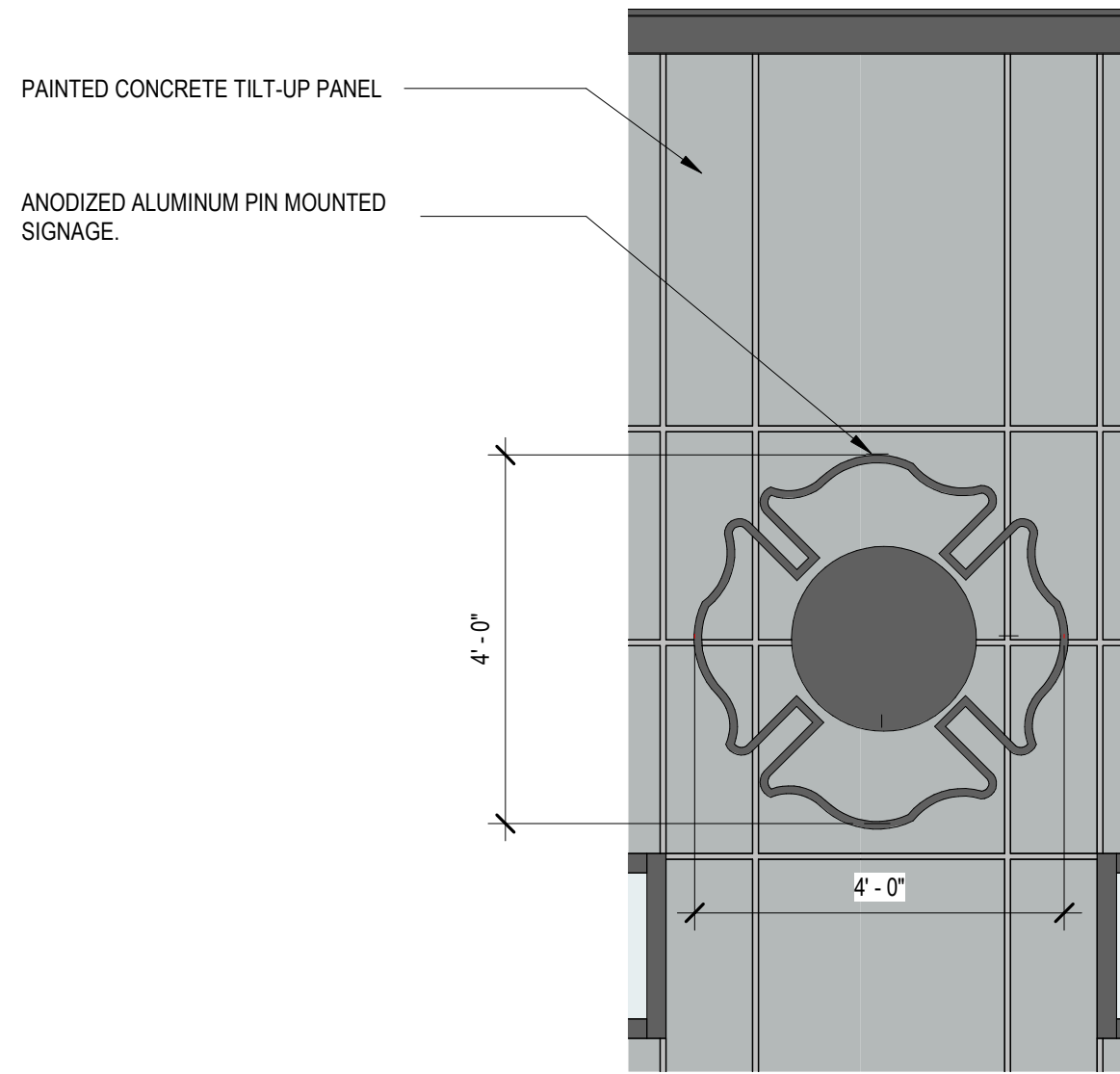
3/16" = 1'-0"



1 EXTERIOR SIGNAGE
1/2" = 1'-0"

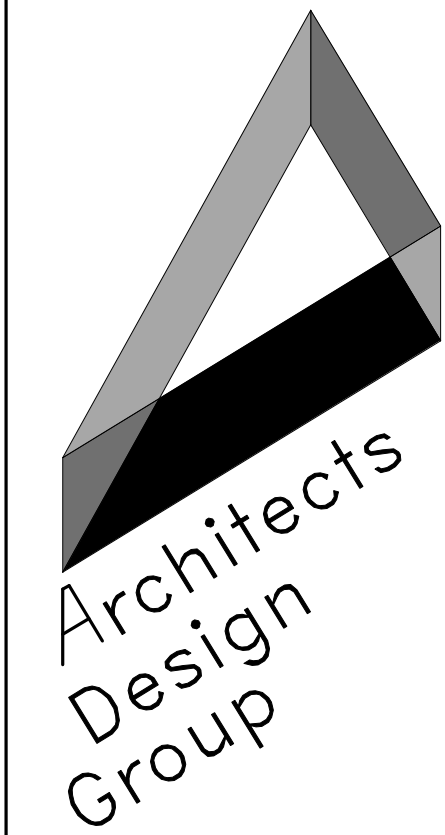


2 EXTERIOR SIGNAGE
1/2" = 1'-0"



3 EXTERIOR SIGNAGE
1/2" = 1'-0"

MATERIAL & EXTERIOR FINISH LEGEND			
	CONCRETE TILT-UP PANEL WITH TEX-COTE FINISH		P-1 PAINT- SW 7593 RUSTIC RED
	GLAZING, CLEAR		P-2 PAINT- SW 2832 COLONIAL REVIVAL GRAY
	GLAZING, SPANDREL		P-3 PAINT- SW 7005 PURE WHITE



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**MOUNT DORA FIRE
STATION NO. 35**

**CITY OF MOUNT
DORA**

**SITE PLAN
SUBMITTAL**

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• revisions/addenda

Number	Description	Date Issued
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• sheet title
**EXTERIOR
SIGNAGE**

• scale: As indicated
• drawn: TD
• checked: LG
• approved: SG
• date: 08/16/2021

• project no.
1040
• sheet number:
AA-009

OCCUPANT LOAD

OCCUPANT LOAD (TABLE 1004.5)				
NAME	AREA	OCCUPANT LOAD FACTOR 1004.5	USE	OCCUPANT LOAD
FIRST FLOOR				
B BUSINESS (GROSS)	3827 SF	150 SF	FIRE STATION	26
R-2 RESIDENTIAL (GROSS)	980 SF	200 SF	SLEEPING UNIT	5
S-2 STORAGE (GROSS)	4335 SF	300 SF	APPARATUS BAYS & TURNOUT GEAR	15
TOTAL AREA	9142 SF		TOTAL OCCUPANT LOAD	46

The floor plan diagram illustrates the layout of the first floor, divided into four main functional areas, each with a specific hatching pattern. The areas are: a large S-2 STORAGE (GROSS) area on the left (4335 SF, dotted pattern), a central R-2 RESIDENTIAL (GROSS) area (980 SF, solid grey pattern), a top-left B BUSINESS (GROSS) area (434 SF, cross-hatch pattern), and a large B BUSINESS (GROSS) area on the right (3393 SF, cross-hatch pattern). The plan also shows various corridors, stairs, and outdoor spaces, including two covered areas labeled 'ALT 1: COVERED ASSEMBLY EXTERIOR PATIO' and 'ALT 2: COVERED WORKOUT AREA'. A legend on the right, titled 'BUILDING AREA LEGEND', defines the hatching patterns: cross-hatch for B BUSINESS (GROSS), solid grey for R-2 RESIDENTIAL (GROSS), and dotted for S-2 STORAGE (GROSS).

PROJECT CRITERIA

OCCUPANCY CLASSIFICATION	MIXED SEPARATED: (B) BUSINESS / (R-2) RESIDENTIAL / (S2) STORAGE		
OCCUPANCY SEPARATION REQUIREMENT	1 HOUR *	1 HOUR *	1 HOUR *
TYPE OF CONSTRUCTION	TYPE II B		
SPRINKLERED (IN ACCORDANCE WITH SECTION 903.3.1.1)	YES ☒ NO ☐		

AREA AND HEIGHT LIMITATIONS (FBC CHAPTER 5)

BUILDING AREA INCLUDES AREA WITHIN SURROUNDING EXTERIOR WALLS				
	MAXIMUM ALLOWABLE	PROVIDED		
ALLOWABLE BUILDING HEIGHT (TABLE 504.3a)	75'	25' - 6"		
ALLOWABLE NUMBER OF STORIES (TABLE 504.4)	(B) = 4	(R-2) = 5	(S-2) = 4	1
ALLOWABLE FLOOR AREA (PER 508.4.2)	(B) = $\frac{3,827}{92,000}$	(R-2) = $\frac{980}{64,000}$	(S-2) = $\frac{4,335}{104,000}$	.099
FIRST FLOOR BUILDING AREA	.042 + .015 + .042 < 1			9,142 SF
TOTAL BUILDING AREA				9,142 SF

AREA AND HEIGHT LIMITATIONS (MOUNT DORA LAND DEVELOPMENT CODE CHAPTER 3)

	MAXIMUM ALLOWABLE	PROVIDED	
ALLOWABLE BUILDING HEIGHT (ZONE C2-A)	35'	25' - 6"	
ALLOWABLE BUILDING HEIGHT (ZONE C-3)	65'	25' - 6"	

EGRESS REQUIREMENTS (FBC CHAPTER 10)

	REQUIRED			PROVIDED
MAXIMUM TRAVEL DISTANCE TO AN EXIT (PER TABLE 1017.2 EXIT ACCESS TRAVEL DISTANCE AND MOST STRINGENT OCCUPANCY - RESIDENTIAL / SPRINKLED)	(B) 300 FEET	(R-2) 250 FEET	(S-2) 400 FEET	SEE LIFE SAFETY PLAN
MAXIMUM COMMON PATH OF TRAVEL (PER 1006.2.1 MOST STRINGENT OCCUPANCY - STORAGE / SPRINKLED)	100 FEET	125 FEET	100 FEET	SEE LIFE SAFETY PLAN
DEAD END CORRIDOR (PER SECTION 1020.4 DEAD ENDS, EXCEPTION 2)	50 FEET	50 FEET	50 FEET	SEE LIFE SAFETY PLAN
MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS PER STORY (PER SECTION 1006.2.1 TWO EXITS OR EXIT ACCESS DOORWAYS FROM ANY SPACE SHALL BE PROVIDED WHERE THE DESIGN OCCUPANT LOAD OR THE COMMON PATH OF EGRESS TRAVEL DISTANCE EXCEEDS THE VALUES LISTED IN TABLE 1006.2.1.1) (TABLE 1006.2.1 EXIT OR EXIT ACCESS DOORWAYS REQUIRED)	1			SEE LIFE SAFETY PLAN
MINIMUM CORRIDOR WIDTH (PER TABLE 1020.2 MINIMUM CORRIDOR WIDTH)	36" MINIMUM			SEE LIFE SAFETY PLAN
MINIMUM STAIRWAY WIDTH (.3 INCHES x (OCCUPANTS / # OF STAIRS)) (SECTION 1005.3.1) (1011.2 - MINIMUM WIDTH OF 44" FOR OCCUPANT LOAD OF 50+)	44" MINIMUM			SEE LIFE SAFETY PLAN
MINIMUM EXIT DOOR WIDTH (OTHER EGRESS COMPONENTS) (SECTION 1005.3.2) .0.2 INCHES PER OCCUPANT	32" MINIMUM			SEE LIFE SAFETY PLAN

EGRESS REQUIREMENTS (NFPA 101)

	REQUIRED			PROVIDED
MAXIMUM TRAVEL DISTANCE TO AN EXIT (PER TABLE A7.6 EXIT ACCESS TRAVEL DISTANCE AND MOST STRINGENT OCCUPANCIES - BUSINESS / SPRINKLED)	BUSINESS (NEW) 300 FEET	RESIDENTIAL (DORMITORY) 325 FEET	STORAGE (ORDINARY HAZARD) 400 FEET	SEE LIFE SAFETY PLAN
MAXIMUM COMMON PATH OF TRAVEL (PER A7.6 MOST STRINGENT OCCUPANCY - RESIDENTIAL / SPRINKLED)	100 FEET	50 FEET	100 FEET	SEE LIFE SAFETY PLAN
MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS PER STORY (PER SECTION 7.4.1.1 THE NUMBER OF MEANS OF EGRESS FROM ANY BALCONY, MEZZANINE, STORY OR PORTION THEREOF SHALL BE NOT LESS THAN TWO.)	2			SEE LIFE SAFETY PLAN

FIRE PROTECTION REQUIREMENTS (FBC CHAPTERS 5, 6, 7 & 10)

(TYPE IIB)

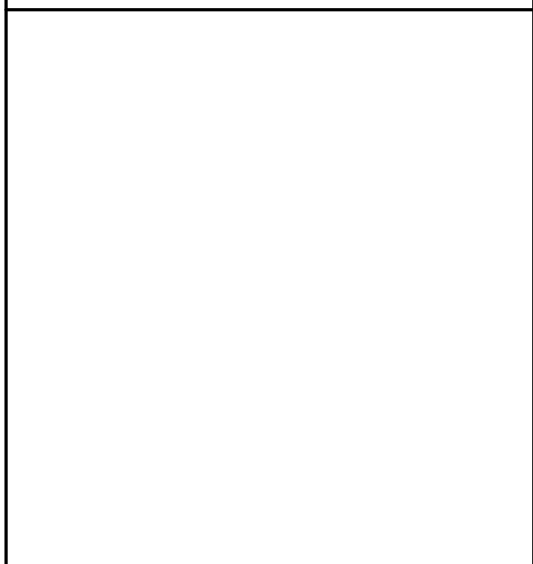
	REQUIRED			PROVIDED	
* VERTICAL AND HORIZONTAL SEPARATION BETWEEN GROUPS B, R-2 AND S-2 (FIRE BARRIER) (ACCESSORY OCCUPANCIES 508.2) (SEPARATED OCCUPANCIES PER TABLE 508.4) (INCIDENTAL USES TABLE 509)	1 HOUR			1 HOUR	
INTERIOR BEARING WALLS, COLUMNS, BEAMS, GIRDERS, TRUSSES, FLOOR CONSTRUCTION, EXTERIOR BEARING WALLS (PER TABLE 601: FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS)	0			0	
SECTION 708 FIRE PARTITIONS (708.3 DWELLING UNIT AND SLEEPING UNIT SEPARATIONS IN BUILDING OF TYPE IIB, IIBB AND VB CONSTRUCTION SHALL HAVE FIRE-RESISTANCE RATINGS OF NOT LESS THAN 1/2 HOUR IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM.)	1/2 HOUR			1/2 HOUR	
SMOKE PARTITIONS (PER SECTION 710)	0			0	
VERTICAL SHAFT ENCLOSURES (FIRE BARRIER) (PER SECTION 713.4)	1 HOUR			N/A	
INTERIOR EXIT STAIRWAY ENCLOSURE (FIRE BARRIER) (PER SECTIONS 713.4 & 1023.3)	1 HOUR			N/A	
CORRIDOR (PER TABLE 1020.1 CORRIDOR FIRE-RESISTANCE RATING)	(B) 0	(R-2) 1/2 HOUR	(S-2) 0	1 HOUR	

PLUMBING

(TABLE 403.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES)

	REQUIRED B	+	REQUIRED R-2	+	REQUIRED S-2	=	REQUIRED TOTAL	PROVIDED
	(26 OCCUPANTS)		(5 OCCUPANTS)		(15 OCCUPANTS)		(46 OCCUPANTS)	
FIXTURE PER PERSON	MEN & WOMEN		MEN & WOMEN		MEN & WOMEN		MEN & WOMEN	UNISEX
WATER CLOSETS	(1/25) = 1.04		(1/10) = 0.5		(1/100) = 0.15		1.69 = 2	4
LAVATORIES	(1/40) = 0.65		(1/10) = 0.5		(1/100) = 0.15		1.3 = 2	4
UTILITY SINK, MOP SINK	1 UTILITY		---		---		1	2
SHOWERS/BATH TUBS	---		(1/8) = 1		---		1	3
DRINKING FOUNTAIN	(1/100) = 0.26		(1/100) = 0.05		(1/1000) = 0.015		.3 = 1	(DOUBLE FOUNTAIN + 2 BOTTLE FILLERS)
URINALS	NOT REQUIRED		PER PLUMBING SECTION 424.2		PER PLUMBING SECTION 424.2		PER PLUMBING SECTION 424.2	0

APPLICABLE CODES FLORIDA BUILDING CODE 2020, 7TH EDITION - BUILDING FLORIDA ACCESSIBILITY CODE 2020, 7TH EDITION FLORIDA FIRE PREVENTION CODE 2020, 7TH EDITION																																								
ENERGY VALUES <table> <tr> <td></td><td>R-VALUE</td><td>U-VALUE</td></tr> <tr> <td>ROOF</td><td>R - 25</td><td>0.04</td></tr> <tr> <td>WALL</td><td>R - 6.7</td><td>0.15</td></tr> </table>							R-VALUE	U-VALUE	ROOF	R - 25	0.04	WALL	R - 6.7	0.15																										
	R-VALUE	U-VALUE																																						
ROOF	R - 25	0.04																																						
WALL	R - 6.7	0.15																																						
CONCRETE ASSEMBLIES TABLE 722.2.1.1 MINIMUM EQUIVALENT THICKNESS OF CAST-IN-PLACE OR PRECAST CONCRETE WALLS, LOAD-BEARING OR NONLOAD-BEARING <table> <tr> <th rowspan="2">CONCRETE TYPE</th><th colspan="5">MINIMUM SLAB THICKNESS (inches) FOR FIRE-RESISTANCE RATING OF</th></tr> <tr> <th>1-hour</th><th>1 1/2-hour</th><th>2-hour</th><th>3-hour</th><th>4-hour</th></tr> <tr> <td>Siliceous</td><td>3.5</td><td>4.3</td><td>5.0</td><td>6.2</td><td>7.0</td></tr> <tr> <td>Carbonate</td><td>3.2</td><td>4.0</td><td>4.6</td><td>5.7</td><td>6.6</td></tr> <tr> <td>Sand-lightweight</td><td>2.7</td><td>3.3</td><td>3.8</td><td>4.6</td><td>5.4</td></tr> <tr> <td>Lightweight</td><td>2.5</td><td>3.1</td><td>3.6</td><td>4.4</td><td>5.1</td></tr> </table> For SI: 1 inch = 25.4 mm.						CONCRETE TYPE	MINIMUM SLAB THICKNESS (inches) FOR FIRE-RESISTANCE RATING OF					1-hour	1 1/2-hour	2-hour	3-hour	4-hour	Siliceous	3.5	4.3	5.0	6.2	7.0	Carbonate	3.2	4.0	4.6	5.7	6.6	Sand-lightweight	2.7	3.3	3.8	4.6	5.4	Lightweight	2.5	3.1	3.6	4.4	5.1
CONCRETE TYPE	MINIMUM SLAB THICKNESS (inches) FOR FIRE-RESISTANCE RATING OF																																							
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Carbonate	3.2	4.0	4.6	5.7	6.6																																			
Sand-lightweight	2.7	3.3	3.8	4.6	5.4																																			
Lightweight	2.5	3.1	3.6	4.4	5.1																																			
WIND SPEED WIND LOAD AND MISSILE IMPACT REQUIRIMENTS CHAPTER 16 FBC -2020 RISK CATEGORY IV PER FBC TABLE 1604.5, REQUIRING A BUILDING ENVELOPE RESISTANCE OF 145 MPH (1620.2), 3 SECOND WIND GUST PRESSURE AND OPENING PROTECTION FOR LEVEL "D" BASIC PROTECTION PER ASTM E 1996. NOTES: 1. VALUES ARE NOMINAL DESIGN 3-SECOND GUST WIND SPEEDS IN MILES PER HOUR (M/S) AT 33 FT (10M) ABOVE GROUND FOR EXPOSURE C CATEGORY. 2. LINEAR INTERPOLATION BETWEEN CONTOURS IS PERMITTED. 3. ISLANDS AND COASTAL AREAS OUTSIDE THE LAST CONTOUR SHALL USE THE LAST WIND SPEED CONTOUR OF THE COASTAL AREA. 4. MOUNTAINOUS TERRAIN, GORGES, OCEAN PROMONTORIES, AND SPECIAL WIND REGIONS SHALL BE EXAMINED FOR UNUSUAL WIND CONDITIONS. 5. WIND SPEEDS CORRESPOND TO APPROXIMATELY A 1.6% CHANCE OF EXCEEDANCE IN 50 YEARS (ANNUAL EXCEEDANCE PROBABILITY = 0.00033, MRI = 3000 YEARS). 2020 FLORIDA BUILDING CODE - FIGURE 1609.3(3) ULTIMATE DESIGN WIND SPEEDS, V_{ult}, FOR RISK CATEGORY IV BUILDINGS AND OTHER STRUCTURES OPENING PROTECTION 1609.1.2.2, ASTM E1996 WIND ZONE 3 IMPACT LEVEL PER ASTM E1996, TABLE 3 WIND ZONE 3, ESSENTIAL FACILITIES OVER 30FT: IMPACT LEVEL D																																								
RISK CATEGORY TABLE 1604.5 RISK CATEGORY IV: BUILDINGS AND OTHER STRUCTURES DESIGNATED AS ESSENTIAL FACILITIES, INCLUDING FIRE, RESCUE, AMBULANCE AND POLICE STATIONS AND EMERGENCY VEHICLE GARAGES.																																								



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**MOUNT DORA FIRE
STATION NO. 35**

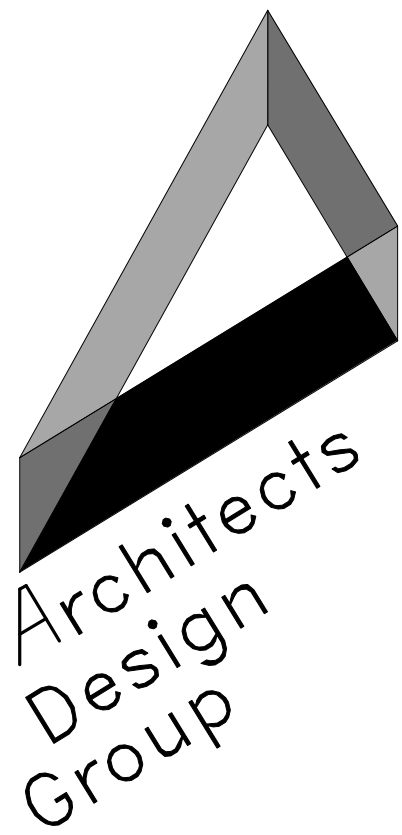
CITY OF MOUNT DORA

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|---------------------|-------------|-------------|
| • revisions/addenda | | |
| Number | Description | Date Issued |

- [illegible]

- project no.
1040
- sheet number:
AA-001



Architects and Planners
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Corporate Registration
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**MOUNT DORA FIRE
STATION NO. 35**

**CITY OF MOUNT
DORA**

**SITE PLAN
SUBMITTAL**

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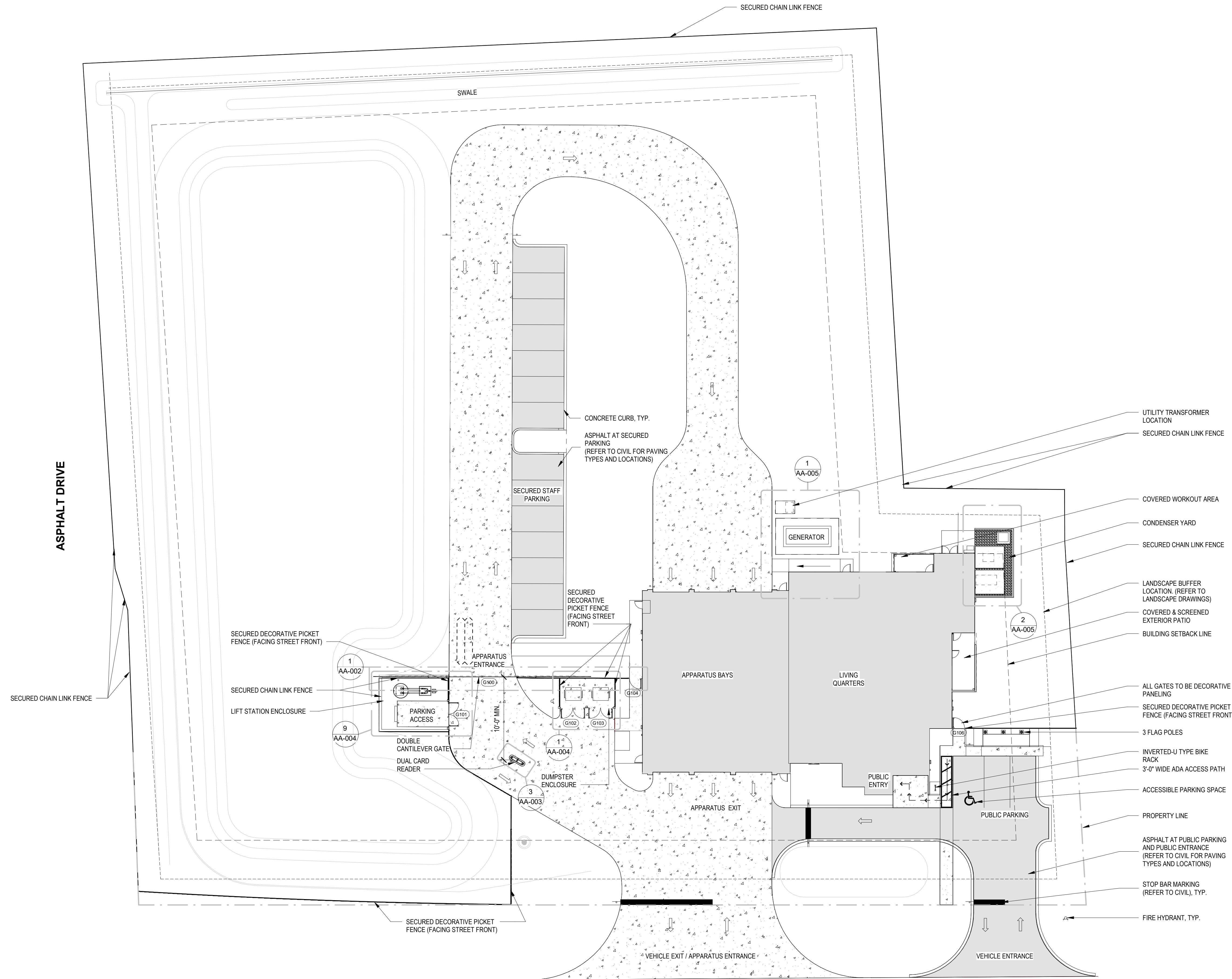
revisions/addenda

Number	Description	Date Issued
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**ARCHITECTURAL
SITE PLAN**

- scale: 1" = 20'-0"
- drawn: TD
- checked: LG
- approved: SG
- date: 08/16/2021

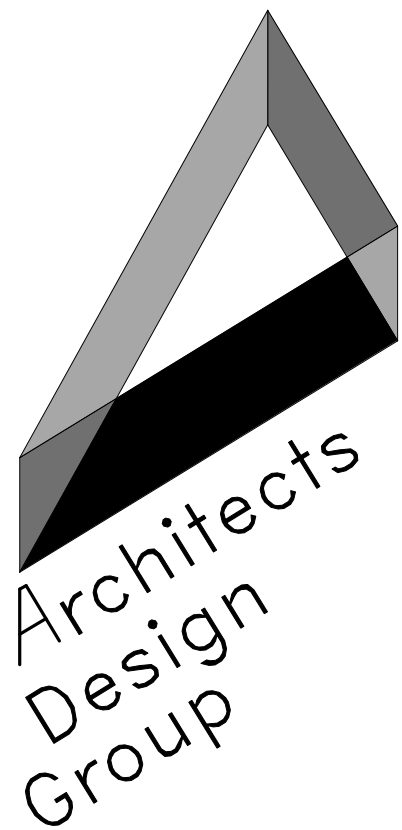
project no.
1040
sheet number:
AA-002



C.R. 19-A



1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



Architects and Planners
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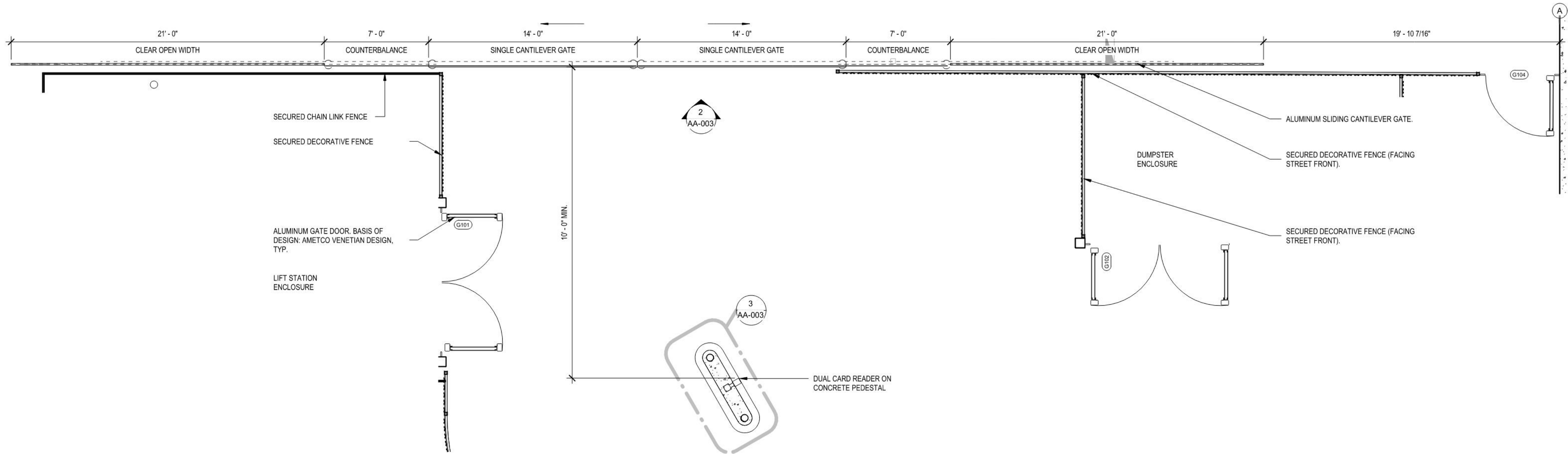
revisions/addenda

Number	Description	Date Issued
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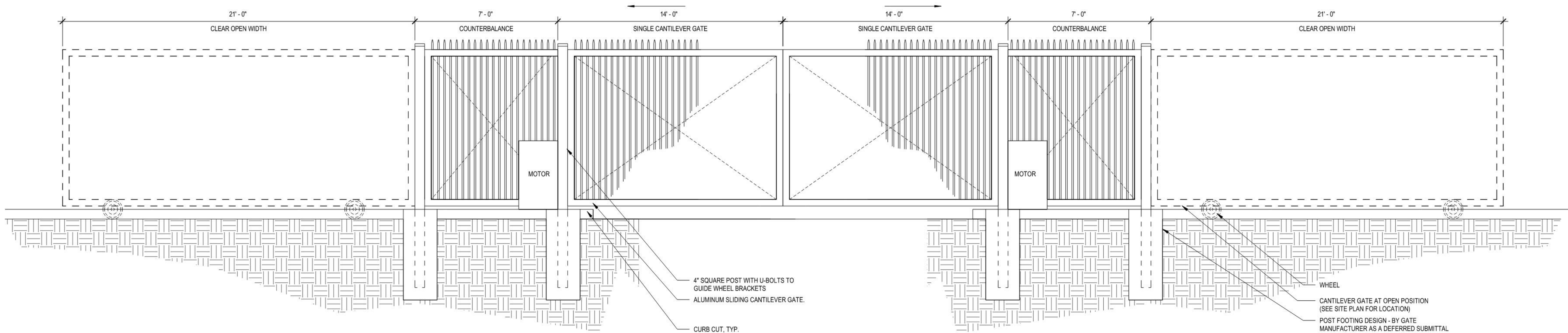
sheet title
SITE DETAILS

scale:
drawn: TD
checked: LG
approved: SG
date: 08/16/2021

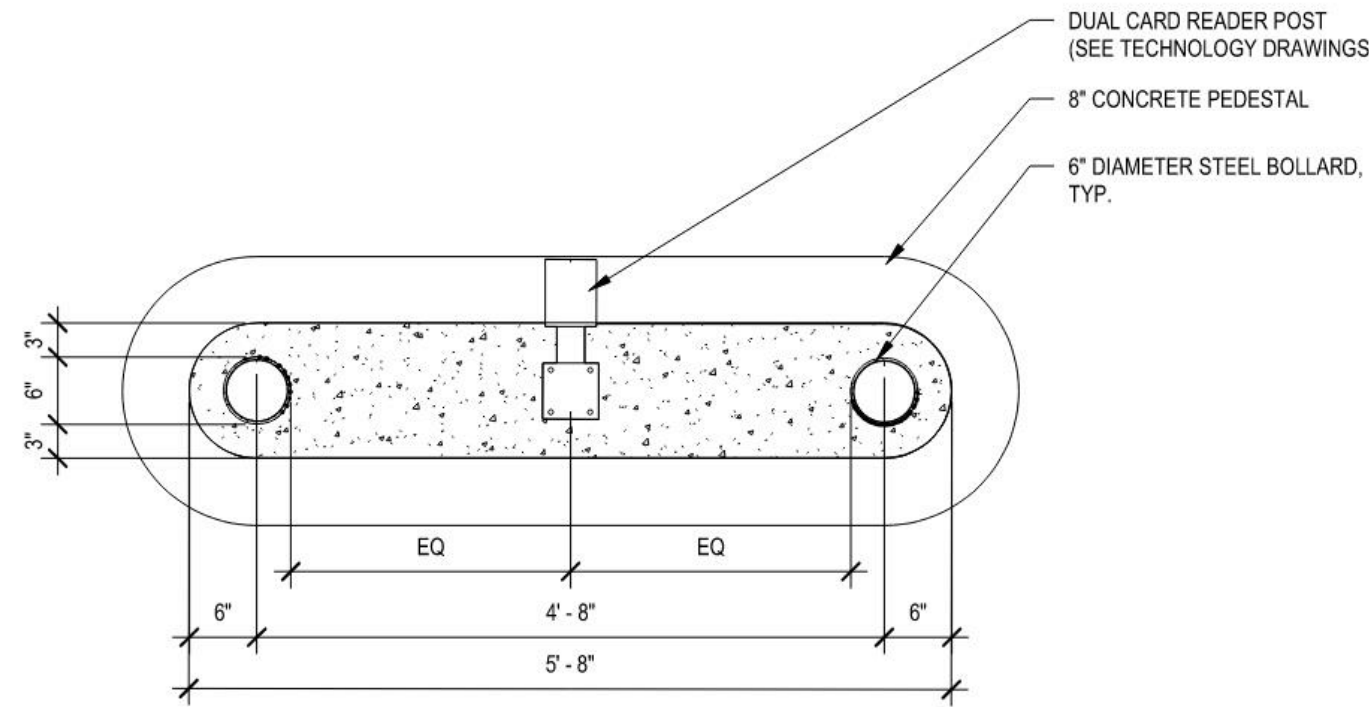
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1040
sheet number:
AA-003



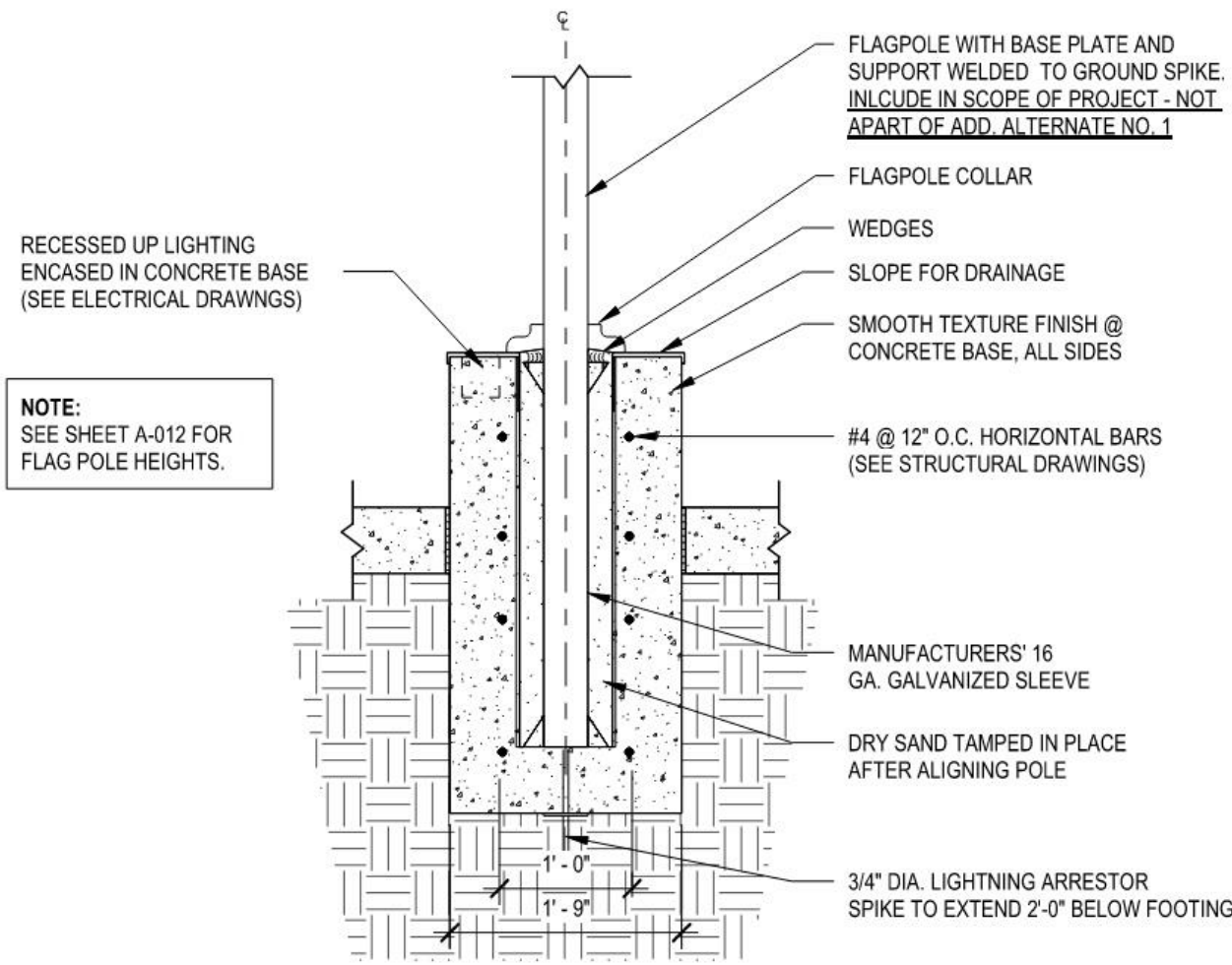
1 DOUBLE CANTILEVER GATE & CARD READER PLAN
1/4" = 1'-0"



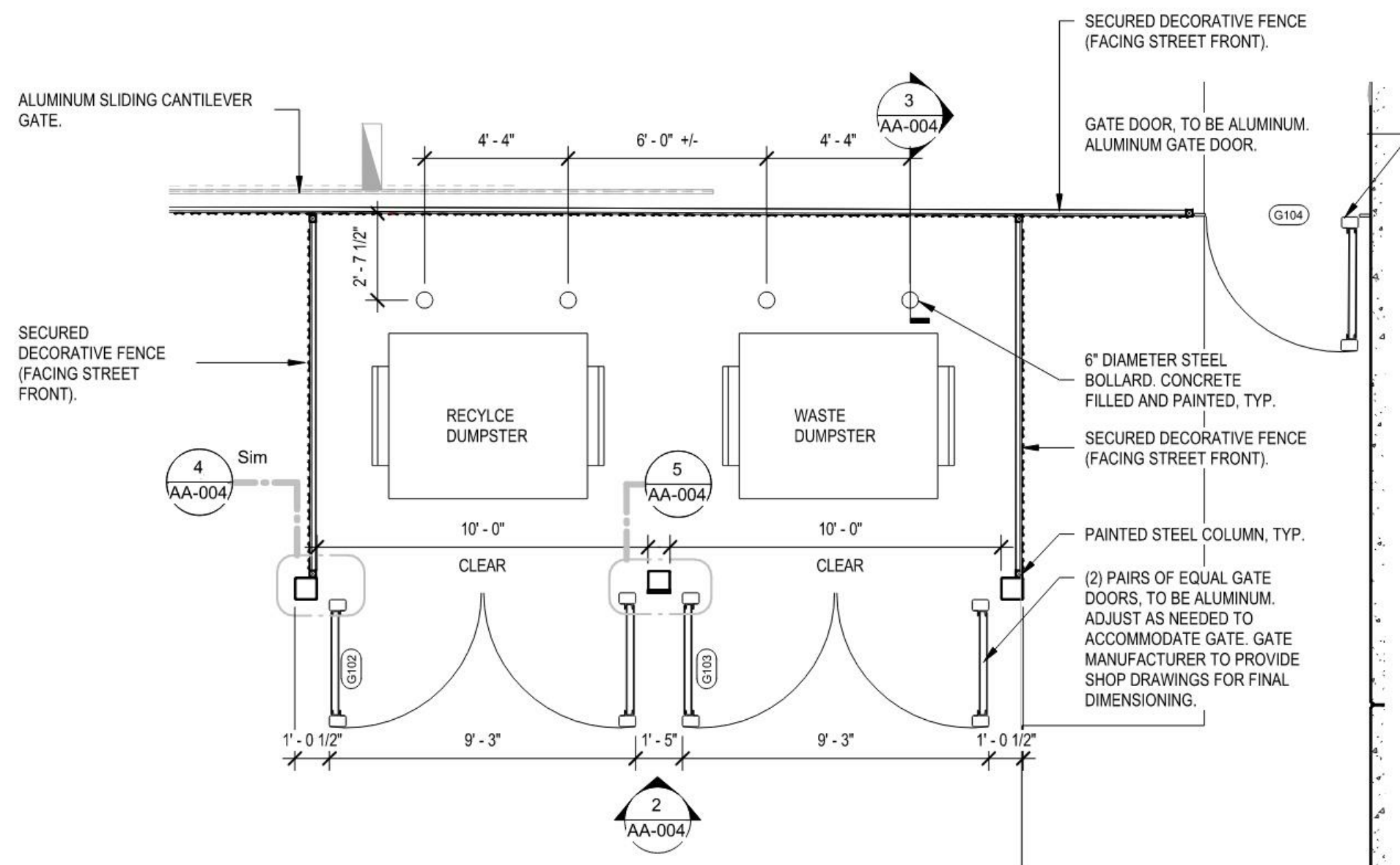
2 DOUBLE CANTILEVER GATE ELEVATION
3/8" = 1'-0"



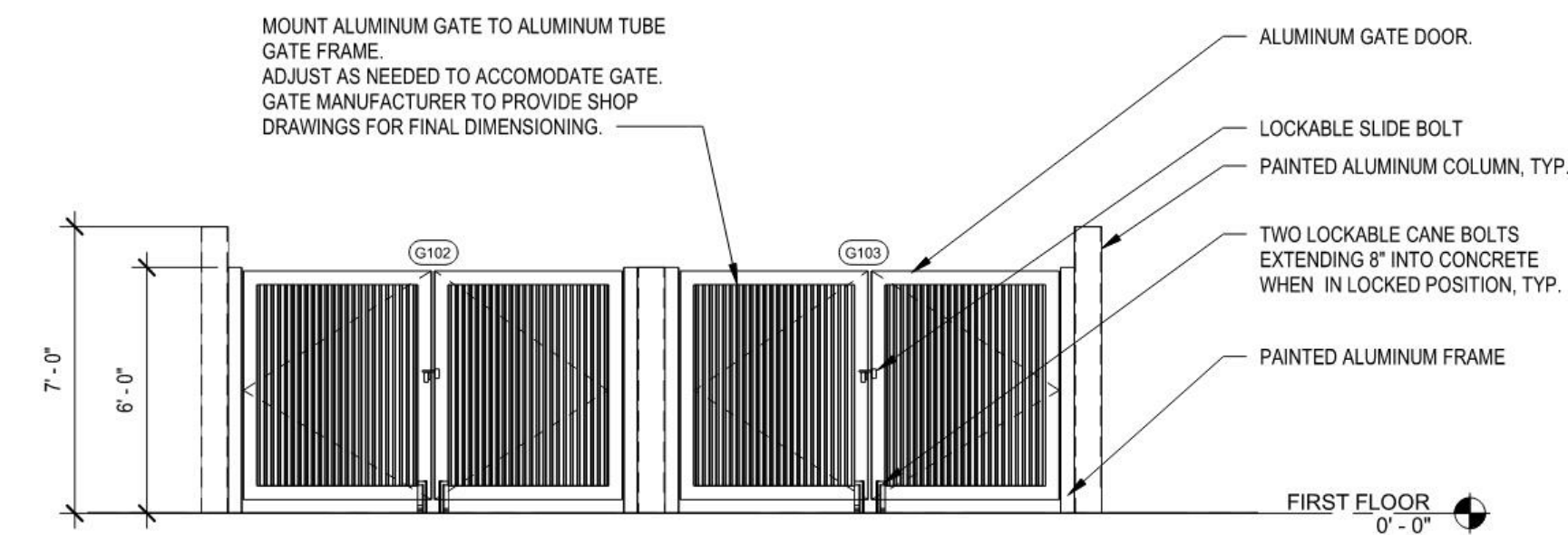
3 DUAL CARD READER PLAN
3/4" = 1'-0"



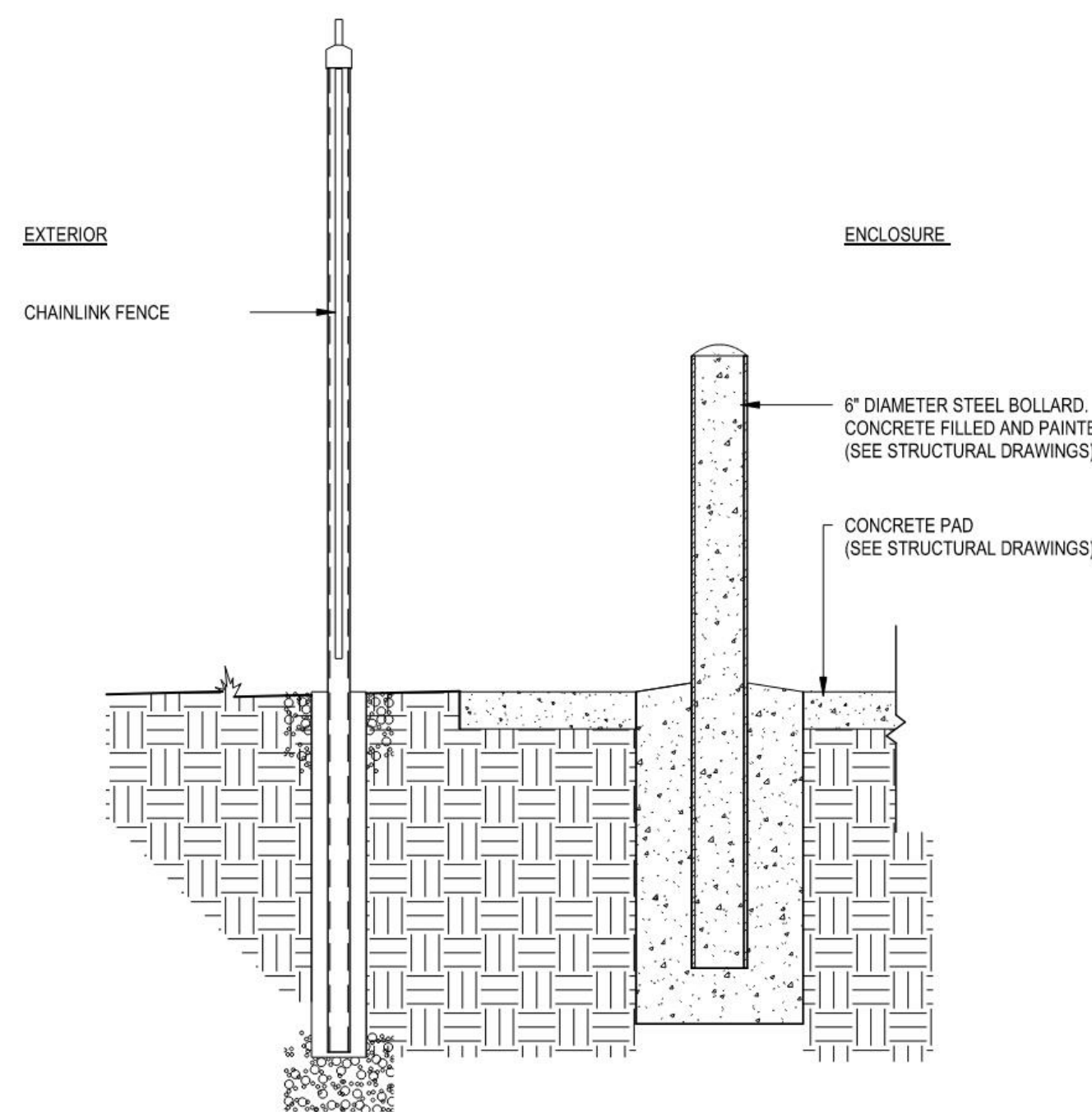
4 FLAG POLE SECTION
3/4" = 1'-0"



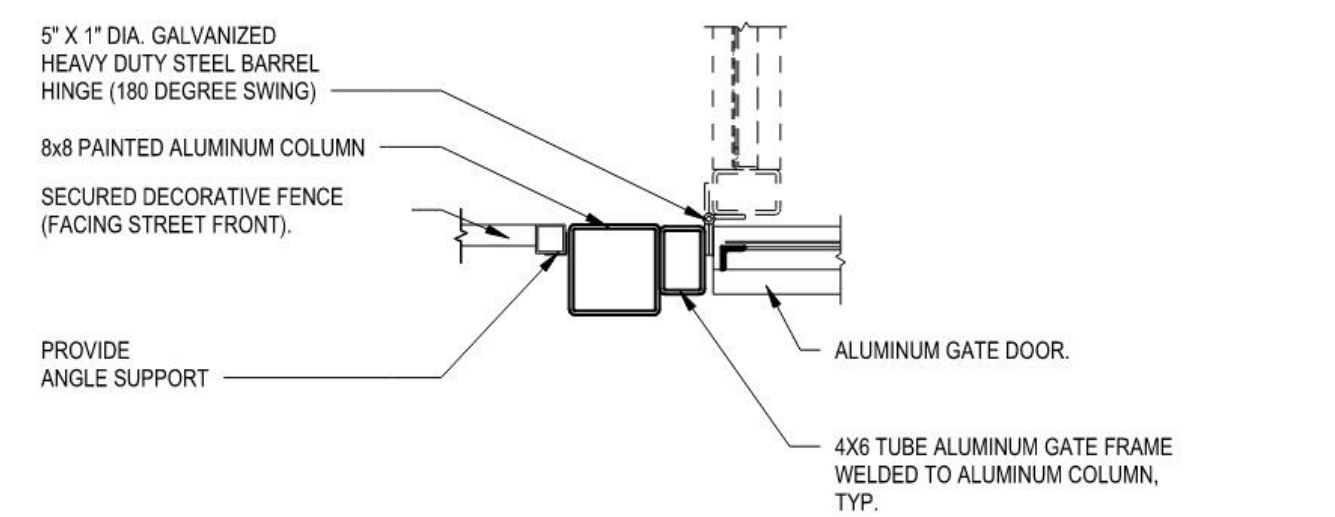
1 DUMPSTER ENCLOSURE PLAN
1/4" = 1'-0"



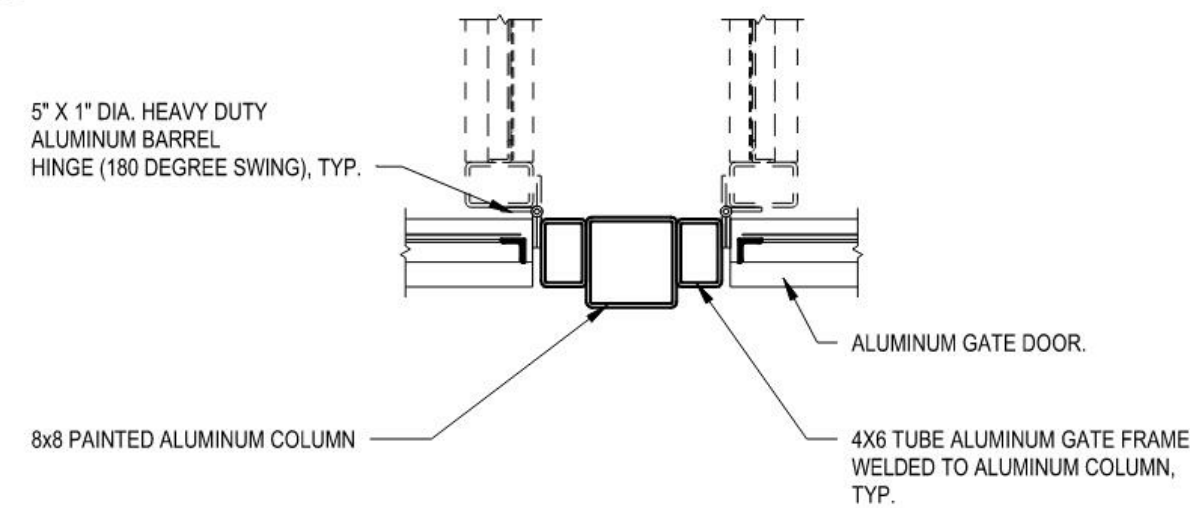
2 DUMPSTER ENCLOSURE ELEVATION
1/4" = 1'-0"



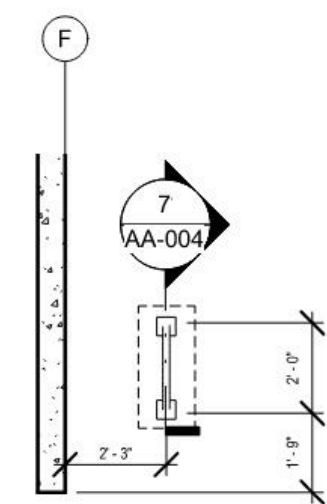
3 WALL SECTION - LIFT STATION & DUMPSTER
3/4" = 1'-0"



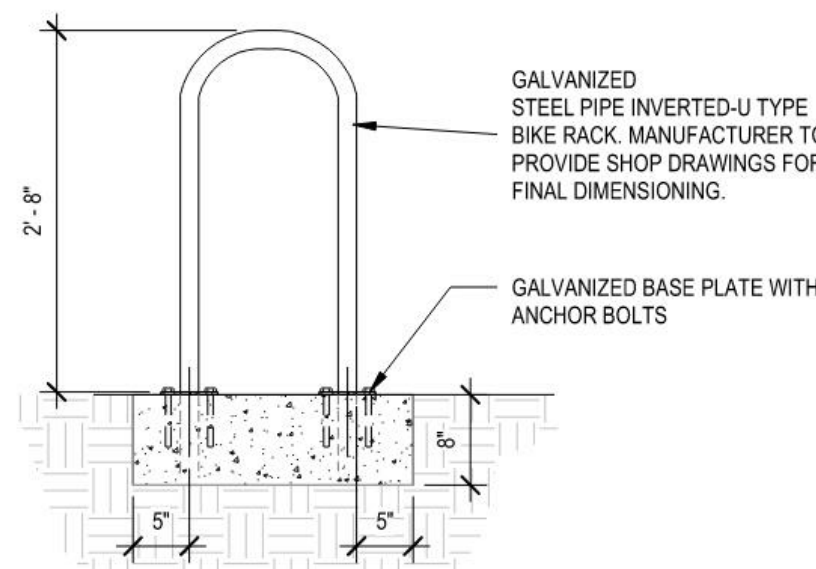
4 GATE JAMB AT WALL DETAIL
3/4" = 1'-0"



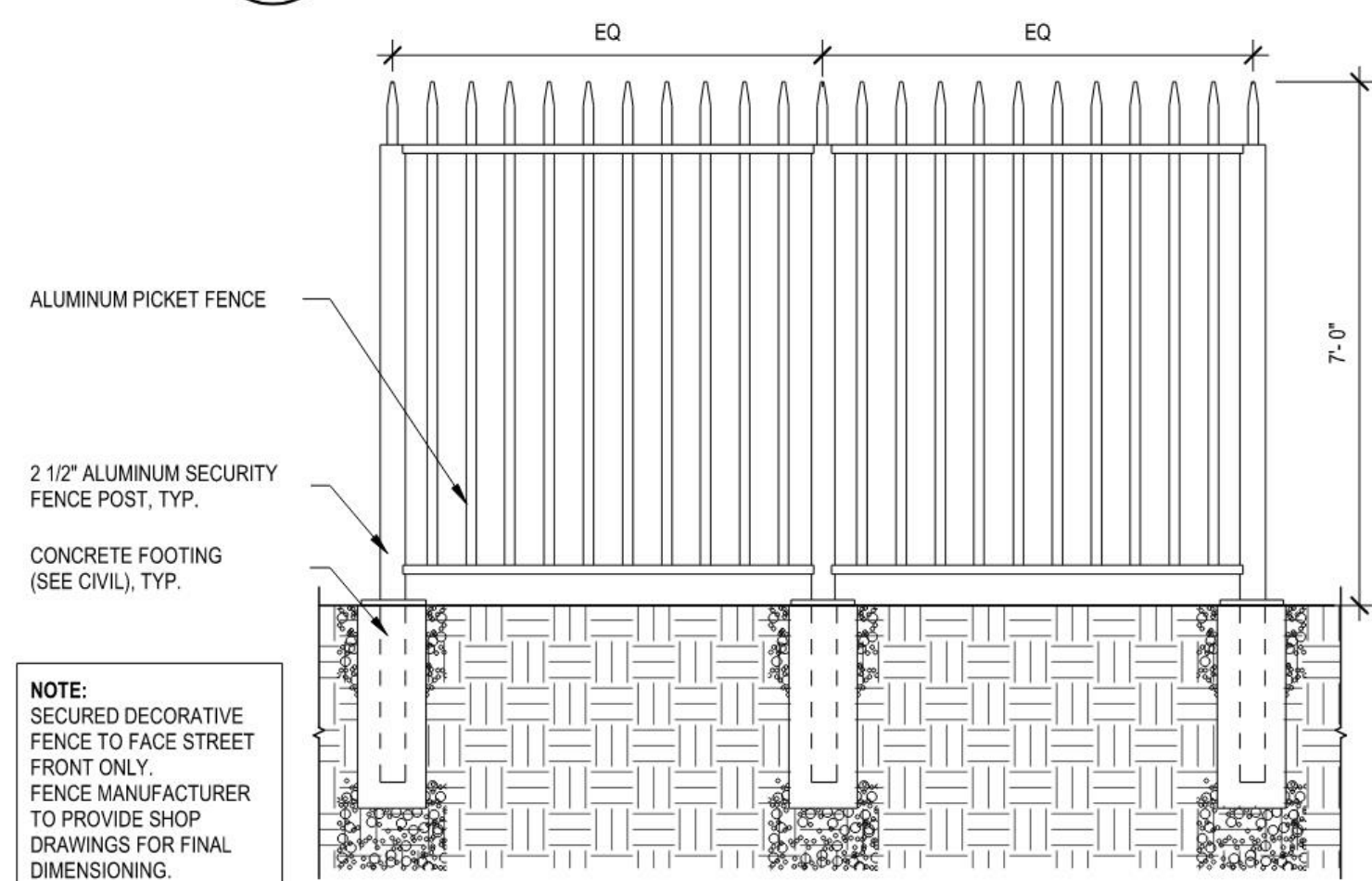
5 GATE CENTER JAMB DETAIL
3/4" = 1'-0"



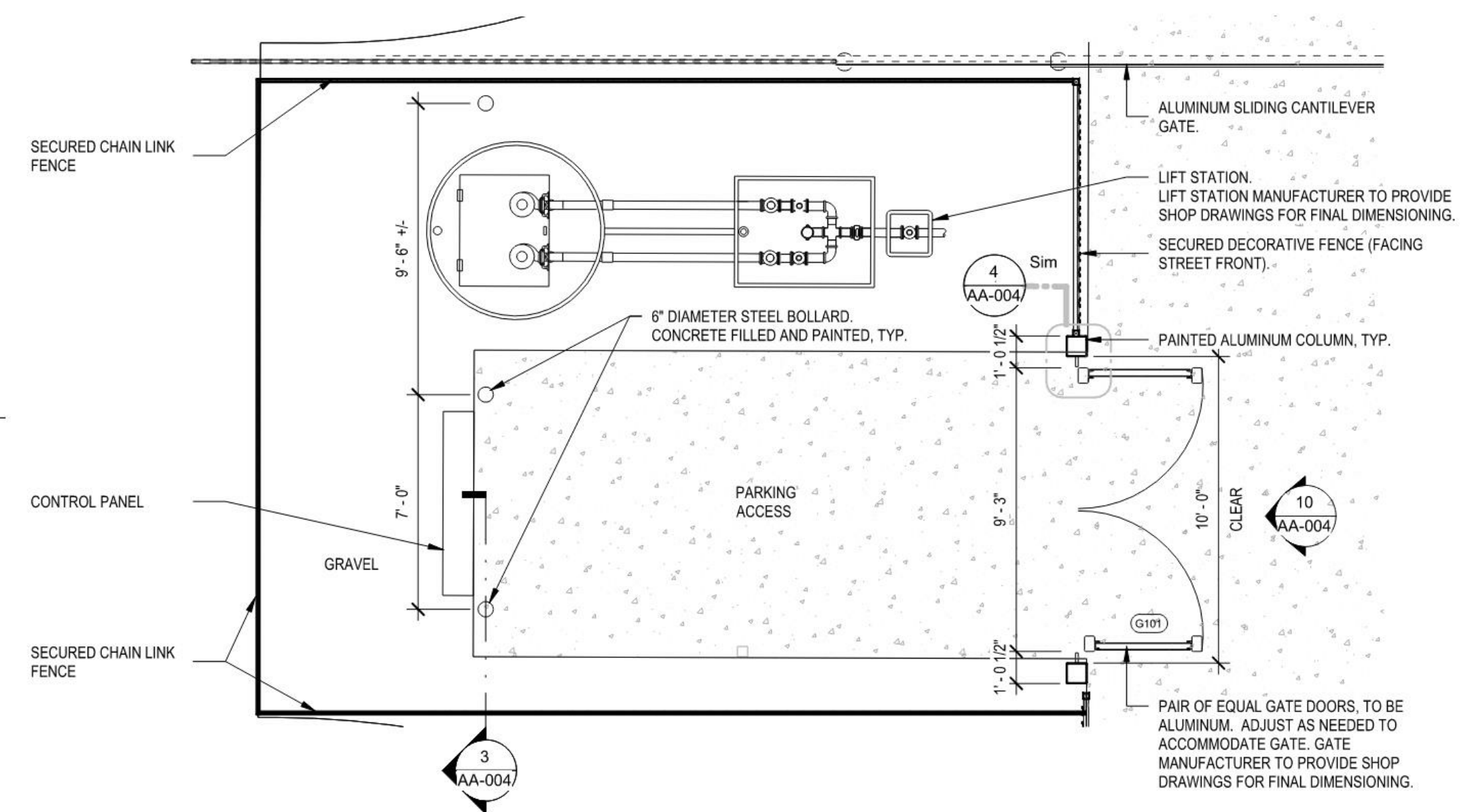
6 BIKE RACK PLAN
1/4" = 1'-0"



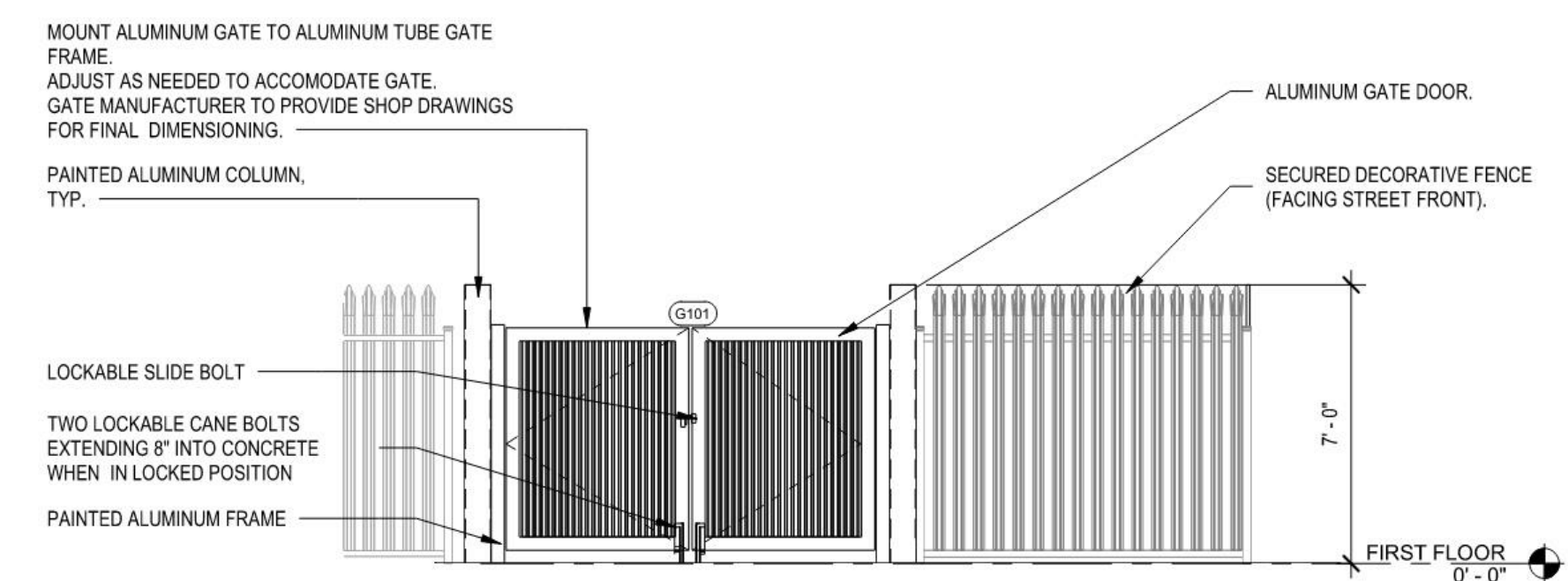
7 BIKE RACK SECTION
3/4" = 1'-0"



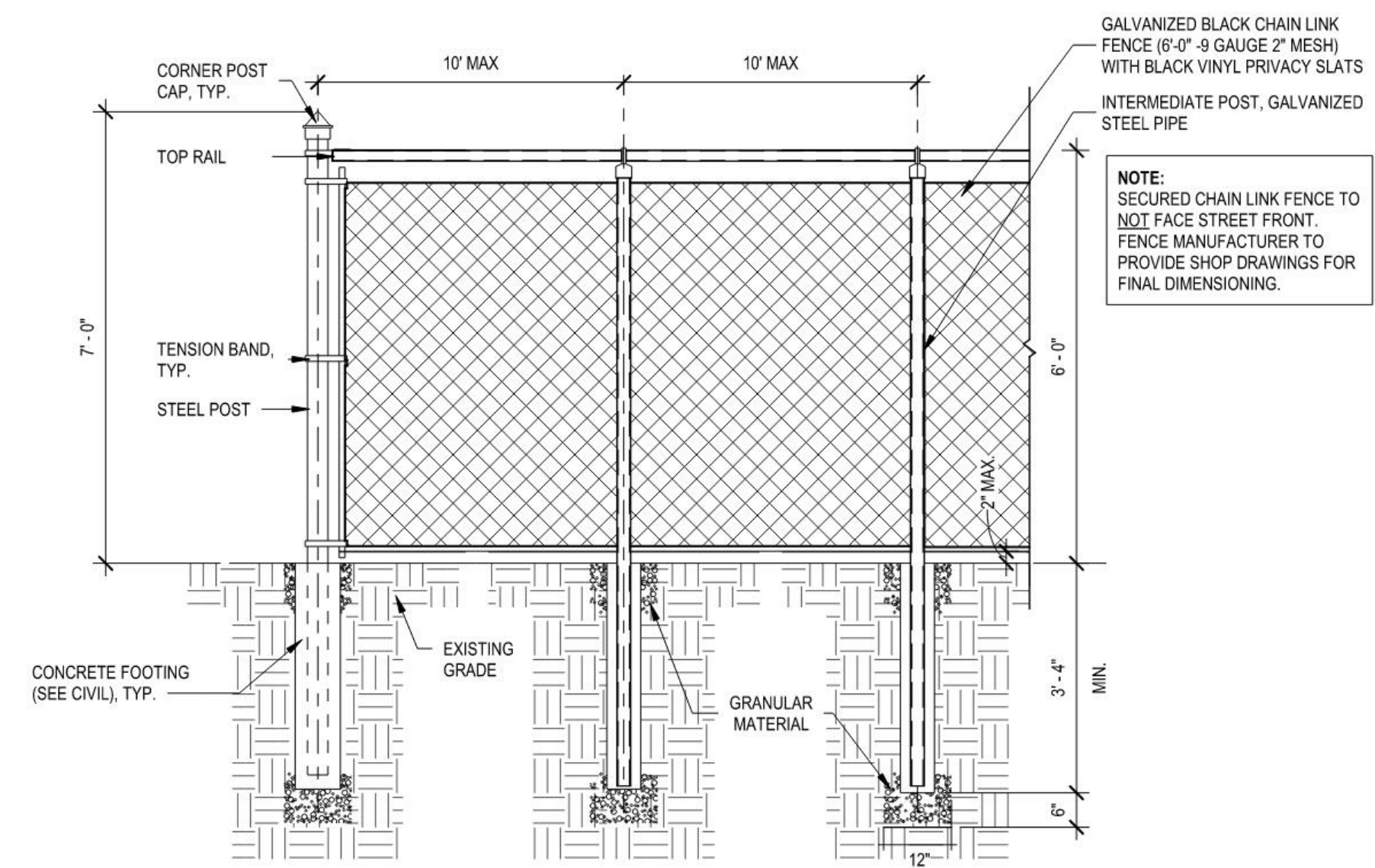
8 DECORATIVE SECURITY FENCE DETAIL
3/4" = 1'-0"



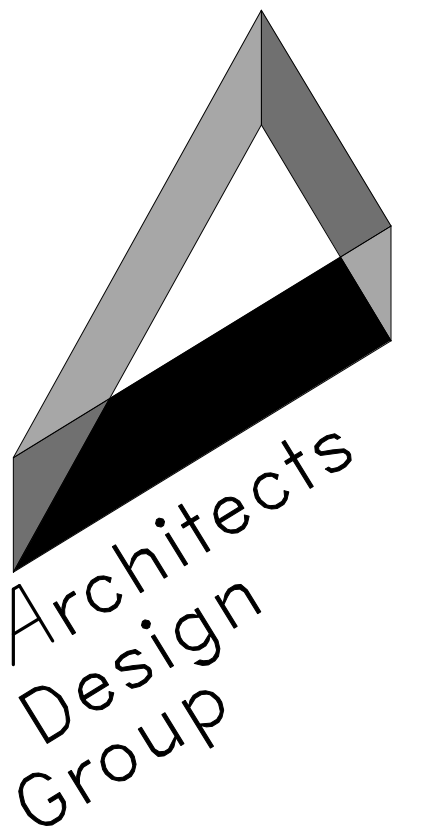
9 LIFT STATION ENCLOSURE PLAN
1/4" = 1'-0"



10 LIFT STATION ENCLOSURE ELEVATION
1/4" = 1'-0"



11 CHAIN LINK FENCE DETAIL
1/2" = 1'-0"



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MOUNT DORA FIRE STATION NO. 35

CITY OF MOUNT DORA

SITE PLAN SUBMITTAL

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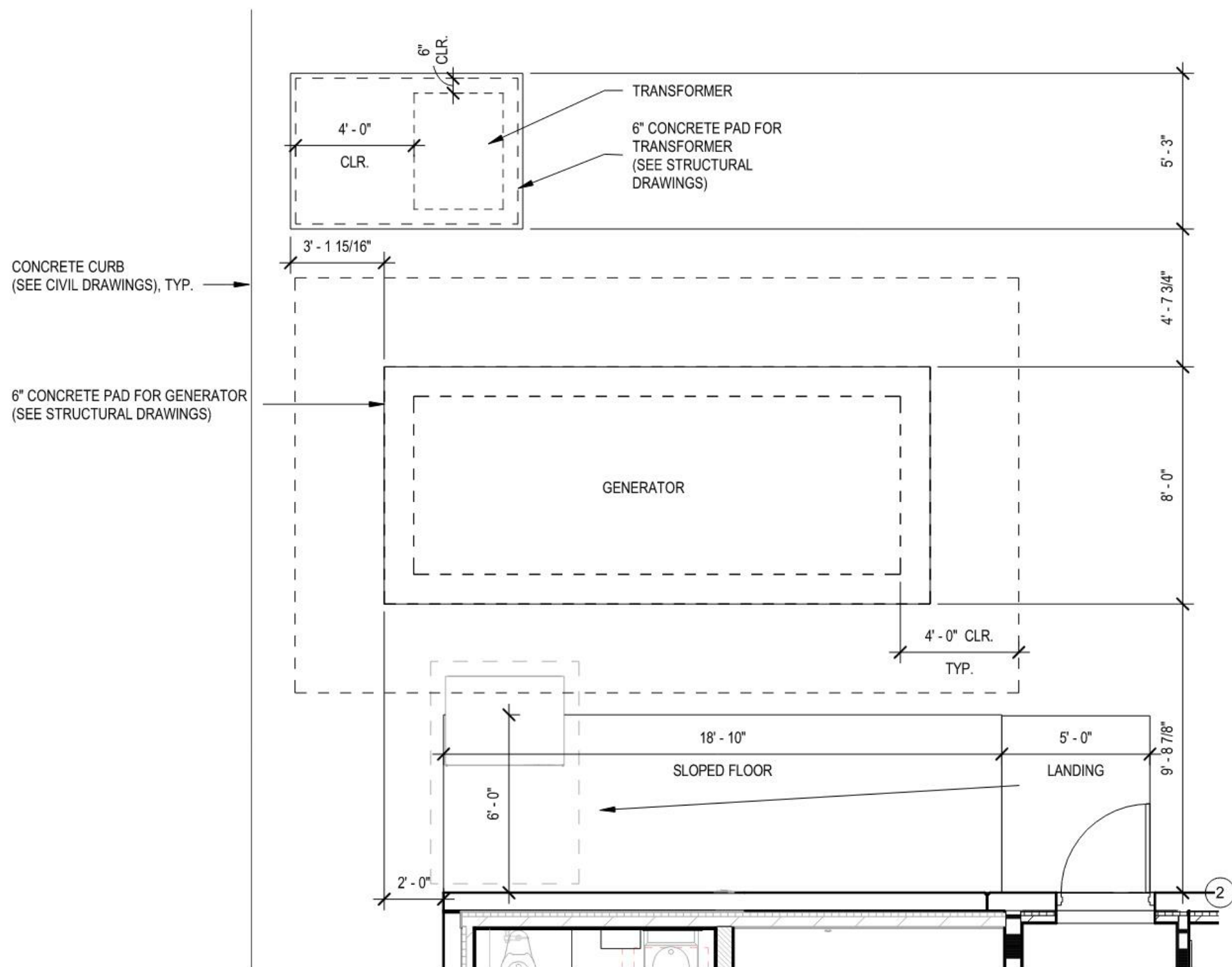
• revisions/addenda

Number	Description	Date Issued

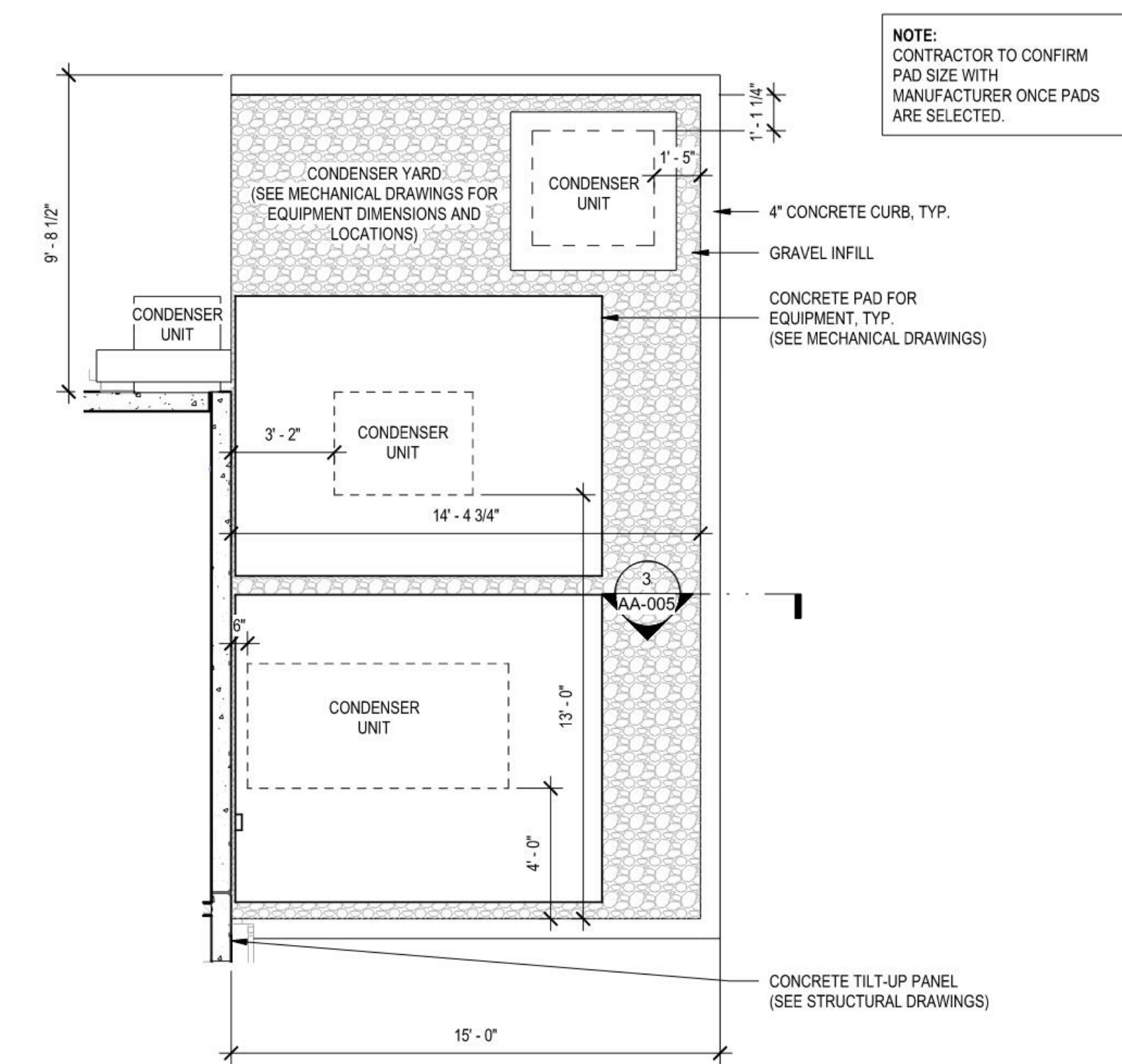
• sheet title
SITE DETAILS

• scale:
• drawn: TD
• checked: LG
• approved: SG
• date: 08/16/2021

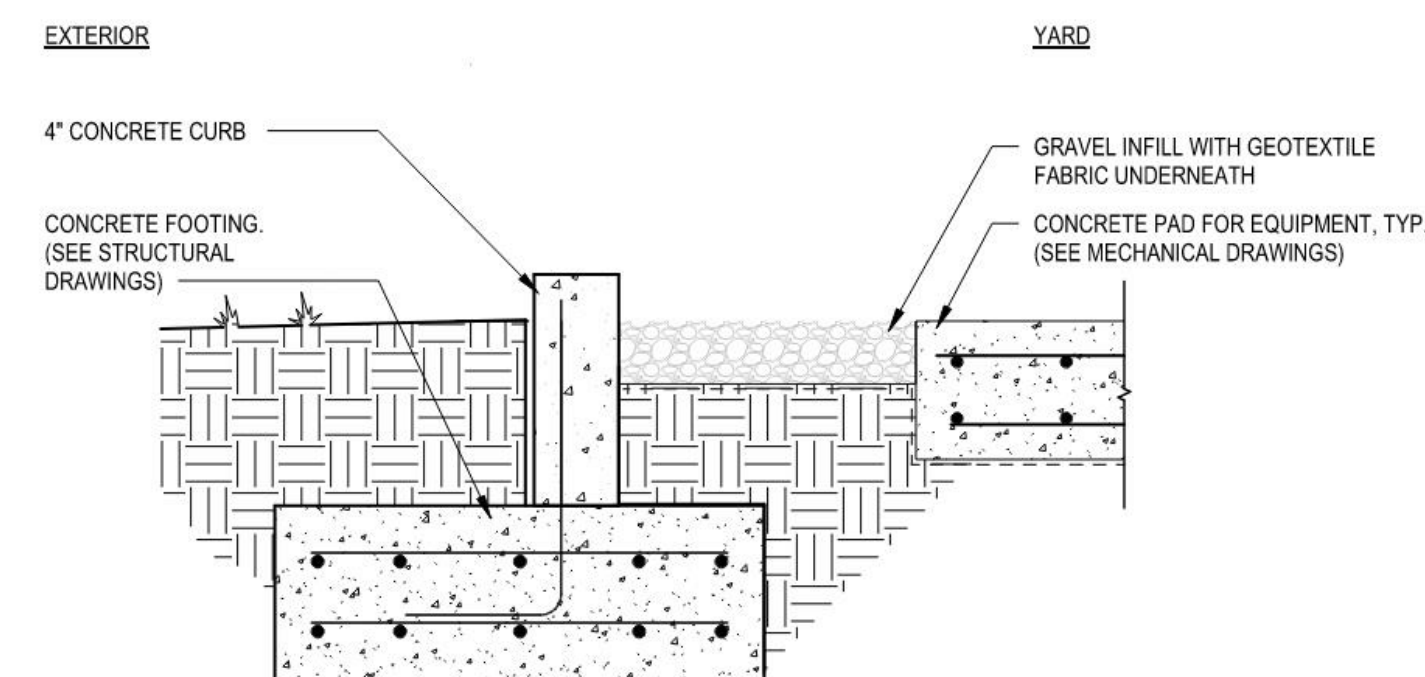
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1040
• sheet number:
AA-004



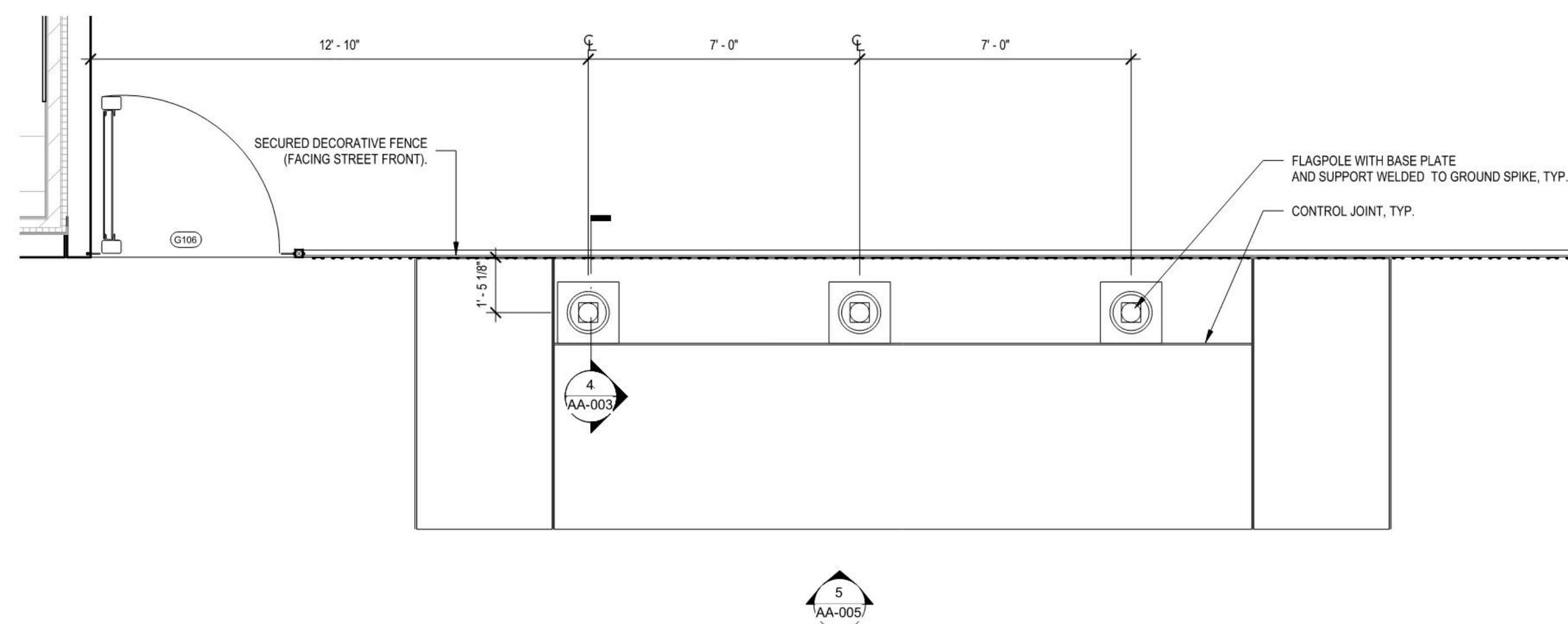
1 GENERATOR/TRANSFORMER PLAN
1/4" = 1'-0"



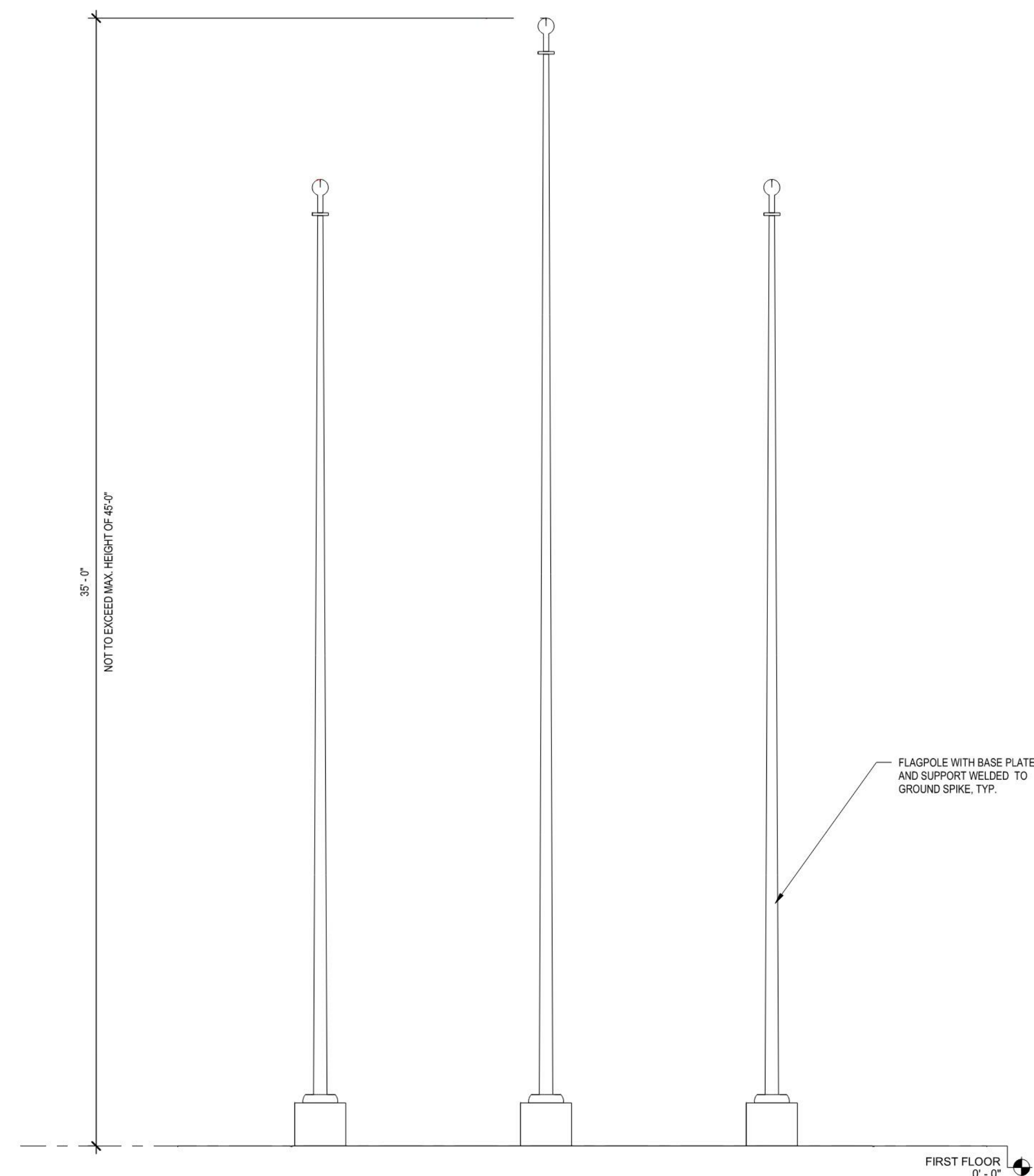
2 CONDENSER YARD PLAN
1/4" = 1'-0"



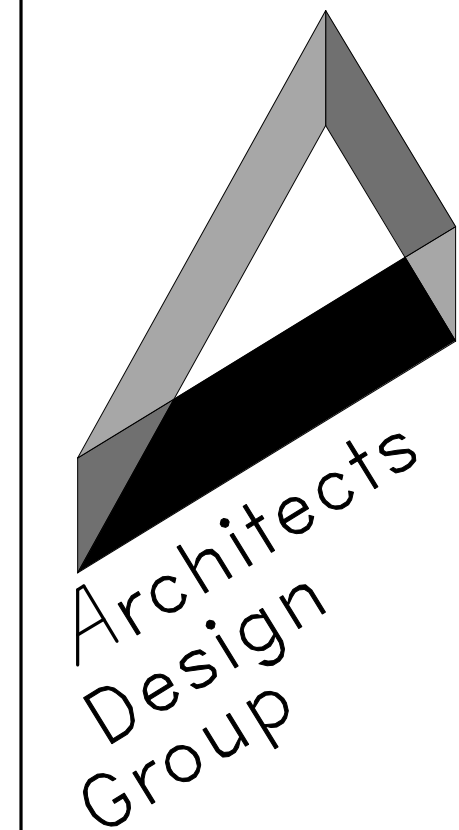
3 SECTION - CONDENSER YARD
3/4" = 1'-0"



4 FLAG POLES - ENLARGED PLAN
3/8" = 1'-0"



5 FLAG POLES - ELEVATION
3/8" = 1'-0"



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**MOUNT DORA FIRE
STATION NO. 35**

**CITY OF MOUNT
DORA**

**SITE PLAN
SUBMITTAL**

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• revisions/addenda

Number	Description	Date Issued
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• sheet title
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• scale:
• drawn: TD
• checked: LG
• approved: SG
• date: 08/16/2021

• project no.
1040
• sheet number:
AA-005

ROOF PLAN LEGEND

PARAPET HEIGHT		
WALKWAY PADS		
EQUIPMENT		
TAPERED INSULATION		

2020 FLORIDA BUILDING CODE

PLUMBING, Seventh Edition

Chapter 11 - Storm Drainage

1106.1 General:

RAINFALL RATE = 4.5" / HR MAX

VERTICAL LEADER SIZING:

(PER FBC TABLE 1106.3)

AREA 1 SIZE OF LEADER: 4" X 4" CAPACITY: 192 GALLONS PER MINUTE 192 GPM X 60 MIN = 11,526 GALLONS 11,526 GALLONS / 7.48 GALLONS (1 CF) = 1,541 CUBIC FEET 1,541 CUBIC FEET / .375 FT (4") = 4,110 SF MAX ROOF AREA SF for a 4" X 4" LEADER = 4,110 SF (192 GPM) * ALL REMAINING LEADER LOCATIONS ARE UNDER THE MAXIMUM SF ALLOWABLE FOR 4" X 4" VERTICAL LEADERS.	AREA 2 + LOBBY TOWER SIZE OF LEADER: 5" X 5" CAPACITY: 360 GALLONS PER MINUTE 360 GPM X 60 MIN = 21,600 GALLONS 21,600 GALLONS / 7.48 GALLONS (1 CF) = 2,888 CUBIC FEET 2,888 CUBIC FEET / .417 FT (5") = 6,926 SF MAX ROOF AREA SF for a 5" X 5" LEADER = 6,926 SF (360 GPM) * ALL REMAINING LEADER LOCATIONS ARE UNDER THE MAXIMUM SF ALLOWABLE FOR 5" X 5" VERTICAL LEADERS.
---	---

AREA 1

3,851 SF

4 X 4 LEADER ACCOMMODATES 4,110 SF

4,110 SF > 3,851 SF (OK)

MIN. (2) 4 X 4 LEADERS PROVIDED

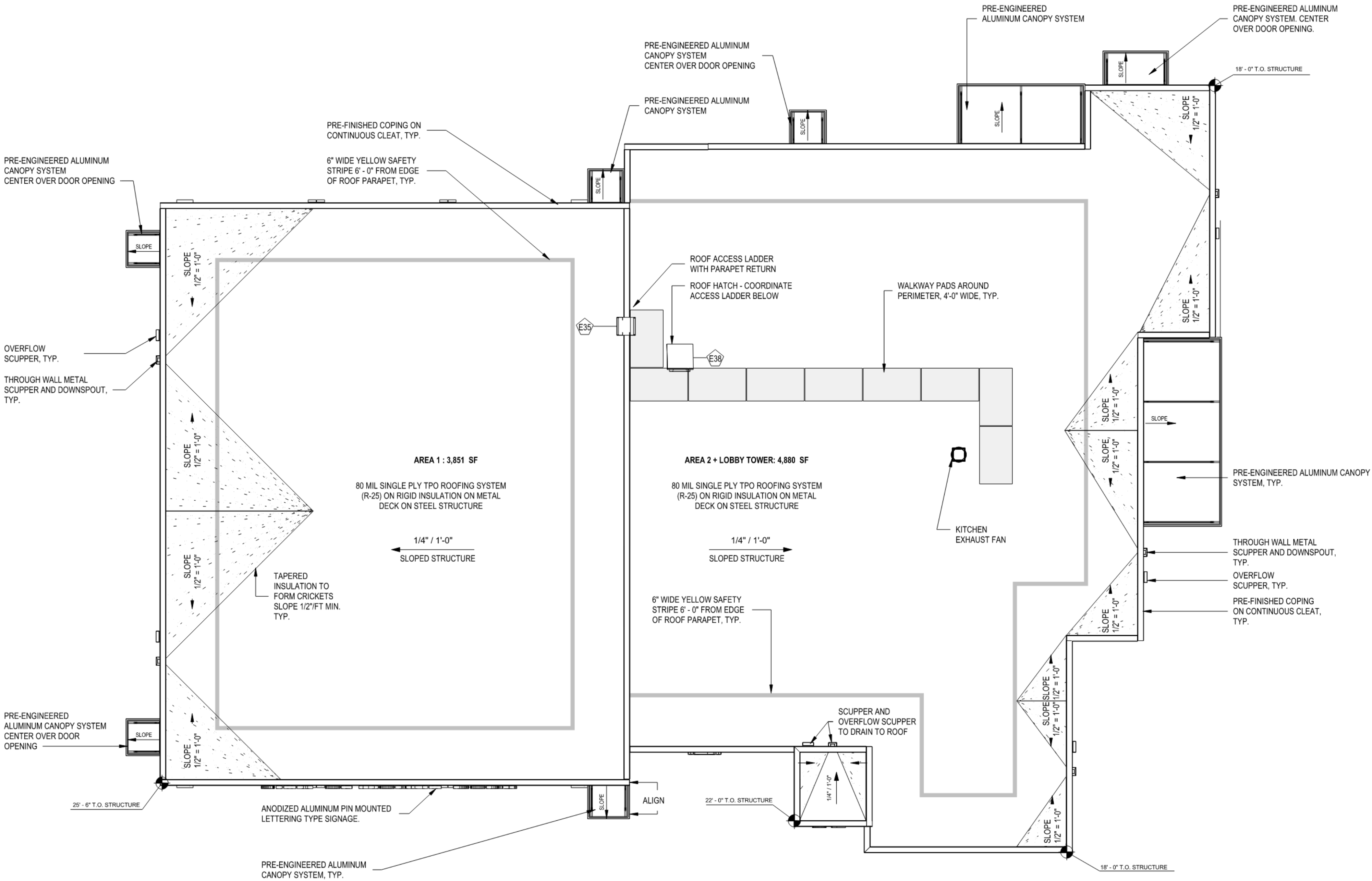
AREA 2 + LOBBY TOWER

4,840 SF + 40 SF = 4,880 SF

5 X 5 LEADER ACCOMMODATES 6,926 SF

6,926 SF > 4,880 SF (OK)

MIN. (4) 5 X 5 LEADERS PROVIDED



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MOUNT DORA FIRE
STATION NO. 35

CITY OF MOUNT
DORA

SITE PLAN
SUBMITTAL

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revisions/addenda		
Number	Description	Date Issued

• sheet title

ROOF PLAN

- scale:
- drawn: TD
- checked: LG
- approved: SG
- date: 08/16/2021

- project no.
- 1040
- sheet number:
- AA-006



LEGAL DESCRIPTIONS:
PARENT PARCELS

ALTERNATE KEY: 3794072 - ORB 3751, PG 1716

BEGIN 625.00 FEET SOUTH AND 480.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN WEST 448.75 FEET, SOUTH 616.87 FEET TO HIGHWAY. BEGIN AT THE POINT OF BEGINNING, RUN SOUTH 505.86 FEET, THENCE NORTH 86°53' WEST 201.20 FEET. THENCE SOUTH 150.00 FEET TO HIGHWAY. THENCE NORTHWESTERLY ALONG HIGHWAY 248.89 FEET TO INTERSECT FIRST LINE, ALL IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; LESS THE PORTION TAKEN BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ON SEPTEMBER 3, 1975 FOR WIDENING STATE ROAD 19-A, PARCEL NO. 110. SECTION 11050-2507. PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 598, PAGE 620, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND LESS THE NORTH 307.64 THEREOF AND LESS THE WEST 125 FEET THEREOF.

A.KA. LOT 2 BRADNER COMMERCIAL TRACKS, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 26, PUBLIC RECORD OF LAKE COUNTY, FLORIDA.

ALTERNATE KEY: 1409039 - ORB 623, PG 9

THAT PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE EAST QUARTER CORNER OF SAID SECTION 26 RUN SOUTH 0°21' EAST 16.25 FEET TO A SPIKE IN THE CENTERLINE OF STATE ROAD NO. 19-A; THENCE NORTH 86°16' WEST 420 FEET TO A SPIKE IN THE CENTERLINE OF SAID STATE ROAD 19-A, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH 0°43' WEST 183 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTH LINE OF THE RIGHT OF WAY OF SAID STATE ROAD NO. 19-A, A DISTANCE OF 282 FEET; THENCE SOUTH 0°34' EAST 183 FEET TO THE CENTERLINE OF SAID STATE ROAD NO. 19-A; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 262 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THEREFROM THE RIGHT OF WAY OF STATE ROAD NO. 19-A.

ALTERNATE KEY: 1409039 - ORB 1325, PG 1621-
SEE DETAIL "A" ON SHEET 2

THAT PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE EAST ¼ CORNER OF SAID SECTION 26 RUN NORTH 0 DEGREES 34' WEST ALONG THE EAST LINE OF SAID SECTION 26, 16.3 FEET FOR A POINT ON THE OLD NORTH LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19-A, RUN THENCE NORTH 87 DEGREES 15' WEST ALONG AND WITH THE SAID OLD NORTH LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19-A, 420 FEET; THENCE NORTH 0 DEGREES 34' WEST 150 FEET FOR A POINT OF BEGINNING; RUN THENCE NORTH 86 DEGREES 53' WEST 60.08 FEET, THENCE NORTH 0 DEGREES 34'00" WEST 20.00 FEET, THENCE SOUTH 86 DEGREES 53'00" EAST 62.07 FEET, MORE OR LESS, TO A POINT ON A LINE, SAID LINE HAVING A BEARING OF NORTH 02 DEGREES 31'27" EAST, WHEN MEASURED FROM THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 31'27" WEST 19.96 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PARCEL 'A'
PREPARED BY THIS FIRM AT
CLIENT'S REQUEST

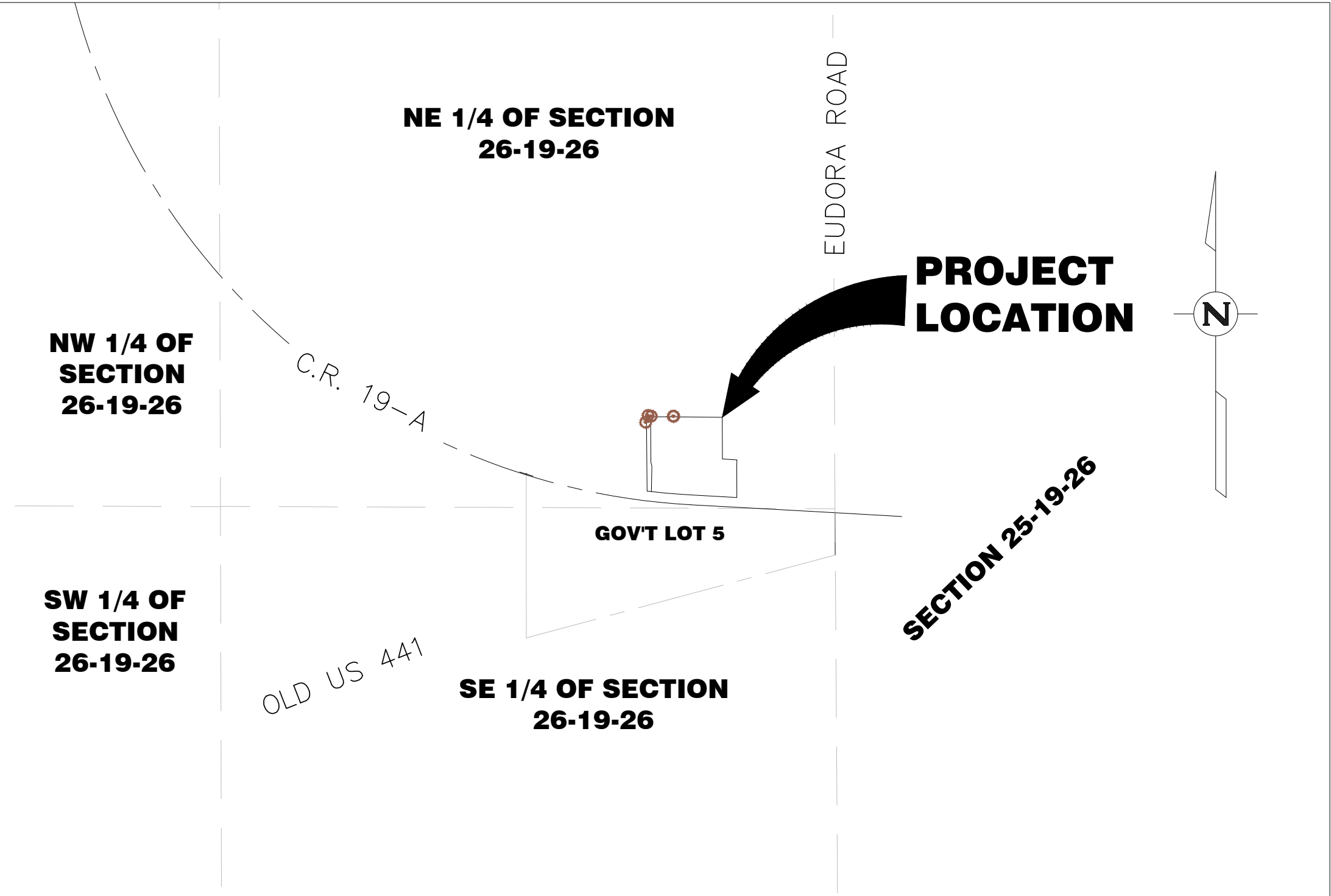
LOT 2 OF BRADNER COMMERCIAL TRACTS AS RECORDED IN PLAT BOOK 43, PAGE 26, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND THOSE LANDS SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST AS DESCRIBED IN OFFICIAL RECORDS BOOK 623, PAGE 9 AND OFFICIAL RECORDS BOOK 1325, PAGE 1621, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER RUN ON A BEARING RELATED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, SOUTH 00°15'33" EAST FOR A DISTANCE OF 1319.51 FEET TO THE EAST QUARTER SECTION CORNER OF SAID SECTION 26; THENCE CONTINUE SOUTH 00°15'33" EAST FOR A DISTANCE OF 16.96 FEET TO THE CENTERLINE OF COUNTY ROAD 19-A, FORMERLY KNOWN AS STATE ROAD 19-A, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11050-2507, DATED 08-17-1972; THENCE RUN ALONG THE CENTERLINE OF SAID COUNTY ROAD 19-A NORTH 86°52'21" WEST FOR A DISTANCE OF 420.01 FEET TO A POINT; THENCE DEPARTING SAID CENTERLINE RUN NORTH 00°15'33" WEST FOR A DISTANCE OF 42.07 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF COUNTY ROAD 19-A BEING THE POINT OF BEGINNING; THENCE RUN ALONG THE NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 19-A NORTH 86°52'21" WEST FOR A DISTANCE OF 192.91 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 2846.86 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°29'18", AN ARC DISTANCE OF 173.33 FEET TO A POINT; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 00°58'56" EAST FOR A DISTANCE OF 108.63 FEET; THENCE RUN NORTH 13°52'40" WEST FOR A DISTANCE OF 16.78 FEET; THENCE RUN NORTH 00°30'27" WEST FOR A DISTANCE OF 172.57 FEET; THENCE RUN NORTH 89°19'00" WEST FOR A DISTANCE OF 17.19 FEET TO THE WEST LINE OF SAID LOT 2, THENCE RUN ALONG SAID WEST LINE NORTH 00°29'12" WEST FOR A DISTANCE OF 22.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID WEST LINE RUN ALONG THE NORTH LINE OF SAID LOT 2 SOUTH 89°30'46" EAST FOR A DISTANCE OF 323.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE RUN ALONG THE EAST LINE OF SAID LOT 2 SOUTH 00°16'38" EAST FOR A DISTANCE OF 178.04 FEET TO A 1/2 INCH IRON ROD AND CAP STAMPED RLS 1916 SITUATED ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1325, PAGE 1621, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTH LINE, SOUTH 86°23'21" EAST FOR A DISTANCE OF 62.07 FEET TO A 1/2 INCH IRON ROD AND CAP STAMPED RLS 1916; THENCE DEPARTING SAID NORTH LINE RUN ALONG THE EAST LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1325, PAGE 1621 SOUTH 02°51'30" WEST FOR A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD AND CAP STAMPED LB 7514 TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 1620, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE SOUTH 00°15'33" EAST FOR A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 116,675.825 SQ. FT.± OR 2.67 ACRES ±

SUBJECT TO EASEMENTS, RIGHTS OF WAY, AND MATTERS OF RECORD

BOUNDARY, TOPOGRAPHIC AND TREE LOCATION SURVEY



VICINITY MAP/ NTS / MOUNT DORA, FLORIDA

LEGEND

ABBREVIATIONS:

ACAD	AUTOCAD	IRC	IRON ROD & CAP
A/C	AIR CONDITIONER PAD	ICV	IRRIGATION CONTROL VALVE
AKA	ALSO KNOWN AS	L	LENGTH
ALT	ALTERNATE	LAT	LATITUDE
ASPH.	ASPHALT	LONG	LONGITUDE
AVE.	AVENUE	LB	LICENSED BUSINESS
BOC	BACK OF CURB	MES	CONCRETE MITERED END SECTION
BP	BEGIN PROJECT	(M)	MEASURED
B/P	BACKFLOW PREVENTER	N/D	NAIL & DISK
B/W	BARBED WIRE	N.T.S.	NOT TO SCALE
(C)	CALCULATED	ORB	OFFICIAL RECORDS BOOK
CCR	CERTIFIED CORNER RECORD	O.P.U.S.	ONLINE POSITIONING USER SERVICE
CLF	CHAIN LINK FENCE	PG(S)	PAGE(S)
CB	CHORD BEARING	(P)	PLAT
CH	CHORD DISTANCE	PS	PLAT BOOK
CONC.	CONCRETE	POB	POINT OF BEGINNING
C/B	CONCRETE BLOCK	POC	POINT OF COMMENCEMENT
CM	CONCRETE MONUMENT	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE
C.R.	COUNTY ROAD	PCC	POINT OF COMPOUND CURVE
DB	DEED BOOK	PRC	POINT OF REVERSE CURVE
(D)	DESCRIBED	PRM	PERMANENT REFERENCE MONUMENT
DR	DRIVE	PT	POINT OF TANGENCY
EOP	EDGE OF PAVEMENT	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FDC	FIRE DEPARTMENT CONNECTION	PVC	POLYVINYLCHLORIDE
FNC	FENCE LINE	R	RADIUS
FFE	FINISHED FLOOR ELEVATION	RCP	REINFORCED CONCRETE PIPE
FKA	FORMERLY KNOWN AS	RR	RAILROAD
FLD	FIELD	RLS	REGISTERED LAND SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	RIGHT OF WAY
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SB2	SCHEDULE B 2 ITEM
FIRM	FLOOD INSURANCE RATE MAP	SEC	SECTION
ID	IDENTIFICATION	SQ. FT.	SQUARE FEET
IN.V	INVERT	S.R.	STATE ROAD
IP	IRON PIPE	STA	STATION
IR	IRON ROD	(TYP.)	TYPICAL
		W/	WITH

SYMBOLS:

●	BOLLARD	⚡	WOOD POWER POLE
□	CATCH BASIN (INLET)	⚡	WOOD POWER POLE W/LIGHT
⌚	CATEGORY 5 CABLE JUNCTION	⚡	CONCRETE POWER POLE
—	CENTERLINE	⚡	CONCRETE POWER POLE W/LIGHT
⊙	CLEAN OUT	⚡	GUY WIRE
◆	DELINEATOR	⚡	LIGHT POLE
⬢	ELECTRIC JUNCTION BOX	⚡	SEWER MANHOLE
⚡	FIRE HYDRANT	⚡	SEWER VALVE
□	FOUND CONCRETE MONUMENT (AS NOTED)	⚡	SIGN
⊙	FOUND IRON ROD (AS NOTED)	⚡	SPRINKLER
●	FOUND NAIL AND DISC (AS NOTED)	⚡	STORM MANHOLE
●	SET 5/8" IRON ROD & CAP (LB 7514)	⚡	TELEPHONE JUNCTION BOX
●	SET 4" X4" CM (LB 7514)	⚡	WATER METER
✉	MAILBOX	⚡	WATER VALVE
⊙	TREE SYMBOL, TYPE AND SIZE (AT BREAST HEIGHT)	⚡	WELL

LINETYPES:

—O—	OVERHEAD UTILITY LINE	—S—S—S—S—S—S—S—S—	STORM DRAIN LINE (UNDERGROUND)
—X—	FENCE LINE (TYPE AS NOTED)	—T—T—T—T—T—T—T—T—	TOE OF SLOPE
		—T—T—T—T—T—T—T—T—	TOP OF BANK

GENERAL NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- THE PURPOSE OF THIS SURVEY IS TO SHOW THE BOUNDARIES AS DESCRIBED IN OFFICIAL RECORDS BOOK S 3751, PAGE 1716; ORB 623, PG 9; AND ORB 1325, PG 1621 AND PREPARE AN OVERALL METES AND BOUNDS DESCRIPTION
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT (NAD 1983). BASED ON SAID COORDINATE REFERENCE THE BASIS OF BEARINGS IS, THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26-19-26 AS BEING SOUTH 00°15'33" EAST. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
- EXCEPT AS SHOWN HEREON, ADJOINING RIGHTS OF WAY, SUBDIVISIONS AND PARCELS WERE NOT SURVEYED TO DETERMINE IF THESE PROPERTIES HAVE GAPS OR OVERLAPS OR TO ACCURATELY POSITION THE BOUNDARY LINES OF SAID PROPERTIES SHOWN HEREON. THE POSITION OF SAID ADJOINING PROPERTIES IS APPROXIMATE. RECORDING DATA FOR ADJOINING PROPERTIES IS BASED ON INFORMATION PROVIDED BY A SEARCH OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
- ONLY THOSE UTILITIES SHOWN HEREON THAT WERE VISIBLE AT THE TIME OF THE SURVEY WERE LOCATED, UNLESS OTHERWISE NOTED. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND UTILITIES. AN ASCE QUALITY A OR B DESIGNATION WILL BE NECESSARY BEFORE ANY ON SITE WORK TAKES PLACE. CONTACT SUNSHINE ONE CALL AT 811 FOR FURTHER INFORMATION.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP: 12069C0366E EFFECTIVE DATE: DECEMBER 18, 2012.
- THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
- THE DIGITAL DRAWING COMPRISING THIS SURVEY WAS PREPARED WITH AUTOCAD CIVIL 3D 2019.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
- THE SCOPE OF THE SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
- OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.
- SURVEY DATE: AUGUST 20, 2019.
- ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "C 428", HAVING A PUBLISHED ELEVATION OF 77.53', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88).

CERTIFIED TO:
CITY OF MOUNT DORA

DATE:

JOHN T. McGLORIN, PROFESSIONAL SURVEYOR & MAPPER FLORIDA
REGISTRATION NO. 6023

SHEET 1 OF 2

CLIENT	CITY OF MOUNT DORA
JOB NO.	921083.0210-001
ACAD FILE	921083.0210.C0MD_BradnerProperties_CR19A_TopoTreeUpdate
DATE	08/02/2019
DRAWN BY:	JGJ
CHECKED BY:	JTM
REVISIONS	FLD. BOOK: 26-19-26
DATE	11/06/2019
UPDATE BOUNDARY SURVEY TO SHOW PROPOSED PARCELS	5/04/2020
UPDATE TO SHOW TOPOGRAPHIC & TREE LOCATIONS	

BOUNDARY, TOPOGRAPHIC & TREE LOCATION SURVEY
IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA
NORTH HIGHWAY 19A
MOUNT DORA, FLORIDA

BASH
BOOTH BERN STRAUBERHAN HOLT
100 North Second Ave.
Tallahassee, Florida 32378
(904) 352-3433
www.bashsurvey.com
Fax: 352.343.8402
ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS 7514

P.O.C
FOUND F.D.O.T PLATE W/ BOLT
NE CORNER OF SE 1/4 OF NE
1/4 OF SECTION 26-19-26

S00°15'33"E 625.32'(C)
S00°37'06"E 625.00'(P)
SOUTH 625'(D)

POINT OF BEGINNING
PLAT AND DESCRIPTION
ORB 3757, PG
1716

ALTERNATE KEY: 1409420
GRE PROPERTIES OF MOUNT DORA
ORB 5292 / PG 927
NOT INCLUDED - NOT PLATTED

S89°30'46"E 480.31'(C)
N89°51'28"W 480.00'(P)
WEST 480'(D)

ALTERNATE KEY: 1409268
GCK HOLDINGS 2, LLC
ORB 4322 / PG 980
NOT INCLUDED
NOT PLATTED

ALTERNATE KEY: 141063
FIRST NATIONAL BANK OF MOUNT DORA
ORB 1183 / PG 1620

NOT INCLUDED
NOT PLATTED

ALTERNATE KEY: 3794072
JOE & SHIRLEY BRADNER
ORB 3751 / PG 1716

TOTAL ACREAGE
111,259.723 SQ. FT.
2.55 ACRES ±

**PROPOSED
PARCEL 'B'**
TOTAL ACREAGE:
5,383.348 SQ. FT. ±
0.12 ACRE ±

NOTE: -
EXISTING ASPHALT DRIVEWAY ENCLOSED EAST
INTO LOT 2, BRADNER COMMERCIAL TRACTS BY
AMOUNT SHOWN. NO INSTRUMENT OF RECORD
FURNISHED AT TIME OF SURVEY REGARDING
EASEMENTS OR CROSS-ACCESS AGREEMENT.

ALTERNATE KEY: 3794071
FPPM LLC
ORB 4146 / PG 2210

NOT INCLUDED

P.O.B
LEGAL DESCRIPTION
PARCEL 'B'
PREPARED BY THIS FIRM
SE CORNER OF LOT 2
SET N/D (LB 7514)

P.O.B

D (LB 7514)

ALTERNATE KEY: 1409039
JOE BRADNER
ORB 623 / PG 9
NOT PLATTED

DRB 513 / PG 869

ALTERNATE KEY: 1409021
JOE BRADNER
ORB 623 / PG 9

ALTERNATE KEY: 1409021
JOE BRADNER
-ORB 1325 / PG 1621
NOT PLATTED

S02 51 30 W
 -20.00' (M)
 P.O.B
 ORB 1325, PG 1621
 SET 5/8" IRC
 (LB 7514)

P.O.B
LEGAL DESCRIPTION
PARCEL 'A'
PREPARED BY THIS FIRM
- SET 5/8" IRC
(LB 7514)

EXISTING NORTH LINE
OF COUNTY ROAD 19-A

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26-19-26

S00°15'33"E 1319.51'
WEST LINE OF THE NORTHWEST 1/4 OF SECTION 25-19-26

EUDORA ROAD

P.O.C
ORB 1325, PG
1621
AND
E 1/4 CORNER OF
SECTION 26-19-26
FOUND F.D.O.T
PLATE W/ BOLT

SITE BENCHMARK #1:
X-CUT IN NE FLANGE BOLT OF
FIRE HYDRANT
ELEVATION = 86.47'

N: 1627074.1836
E: 439323.9346
LAT: N 028° 48' 28.60"
LONG: W 081° 40' 37.54"
SCALE: 0.9999951
CONVERGENCE: -000° 19' 34.63"

SITE BENCHMARK #2:
X-CUT IN NE FLANGE BOLT OF
FIRE HYDRANT
ELEVATION = 84.09'

N: 1627056.7064
E: 439657.7870
LAT: N028° 48' 28.45"
LONG: W081° 40' 33.78"
SCALE: 0.9999949
CONVERGENCE: -000° 19' 32.82"

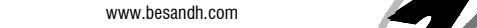
PRIMARY BENCHMARK:
NATIONAL GEODETIC SURVEY
BENCHMARK "C 428"
ELEVATION = 77.63'

N: 1626882.6332
E: 439975.6195
LAT: N028° 48' 26.74"
LONG: W081° 40' 30.20"
SCALE: 0.9999947
CONVERGENCE: -000° 19' 31.08"

SHEET 2 OF 2

CLIENT	CITY OF MOUNT DORA	
JOB NO.	921083.0210-001	
ACAD FILE	921083.0210.COMD_BradnerProperties_CR19A_TopoTreeUpdate	
DATE	08/02/2019	CHECKED BY: JTM
DRAWN BY:	GGJ	FLD. BOOK: 26-19-26
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IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.
NORTH HIGHWAY 19A
MOUNT DORA, FLORIDA



BESH
BOOTH ERN STRAUGHAN HOTT
902 North Sinclair Ave.
Tavares, Florida 32778
www.beshandh.com
Office: 352.343.8481
Fax: 352.343.8495
ENGINEERS SURVEYORS PLANNERS

MOUNT DORA FIRE STATION NO. 35
3200 NORTH HWY 19-A, MOUNT DORA, FL 32757

INDEX OF DRAWINGS - SITE PLAN SUBMITTAL REVISION #2

09/03//2021

OWNER

CITY OF MOUNT DORA
MOUNT DORA, FLORIDA

CONSTRUCTION MANAGER

Wharton-Smith, Inc.
Brett Fonseca
750 Monroe Road
Sanford, FL 32771
T: 407-321-8410

CONSULTANTS

CIVIL

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5555 E. Michigan Street
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TECHNOLOGY & SECURITY

TLC Engineering Solutions
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Orlando FL 32801-3463
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LANDSCAPE

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Suite 102
St Augustine, FL 32804

STRUCTURAL

BBM
1912 Boothe Circle
Suite 100
Longwood, FL 32750
T: 407-645-3615

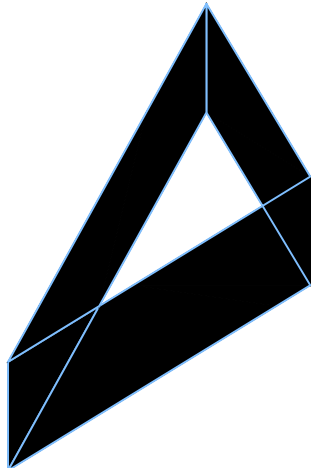
M.E.P.FP

SGM Engineering
935 Lake Baldwin Lane
Orlando, FL 32814
T: 407-767-5188

LOCATION



CIVIL	
SHEET NUMBER	SHEET NAME
C-000	COVER SHEET
—	SURVEY (1 OF 2)
—	SURVEY (2 OF 2)
C-100	DEMOLITION PLAN
C-200A	SITE & GEOMETRY PLAN
C-200B	SITE & GEOMETRY PLAN - CR-19 OVERLAY
C-201A	VEHICLE TRACKING PLAN
C-201B	VEHICLE TRACKING PLAN - CR-19 OVERLAY
C-300A	GRADING PLAN
C-300B	GRADING PLAN - CR-19 OVERLAY
C-301A	DRAINAGE PLAN
C-301B	DRAINAGE PLAN - CR-19 OVERLAY
C-400	UTILITY PLAN
C-500	DEMOLITION DETAILS
C-600	CIVIL DETAILS
C-700	GRADING & DRAINAGE DETAILS
C-701	GRADING & DRAINAGE DETAILS
C-800	UTILITY DETAILS
C-801	UTILITY DETAILS
C-802	UTILITY DETAILS
C-803	UTILITY DETAILS
C-804	UTILITY DETAILS
C-805	UTILITY DETAILS
C-810	LIFT STATION DETAILS



Architects Design Group

Architects and Planners • Corporate Registration No. AR94944

I.S.K. Reeves V FAIA, AIA • Ian Reeves, AIA • Susan Gantt, AIA, LEED-AP

333 N. Knowles Ave. Winter Park, Florida, 32789

Tel. 407-647-1706

Fax. 407-645-5525

DEMOLITION NOTES:

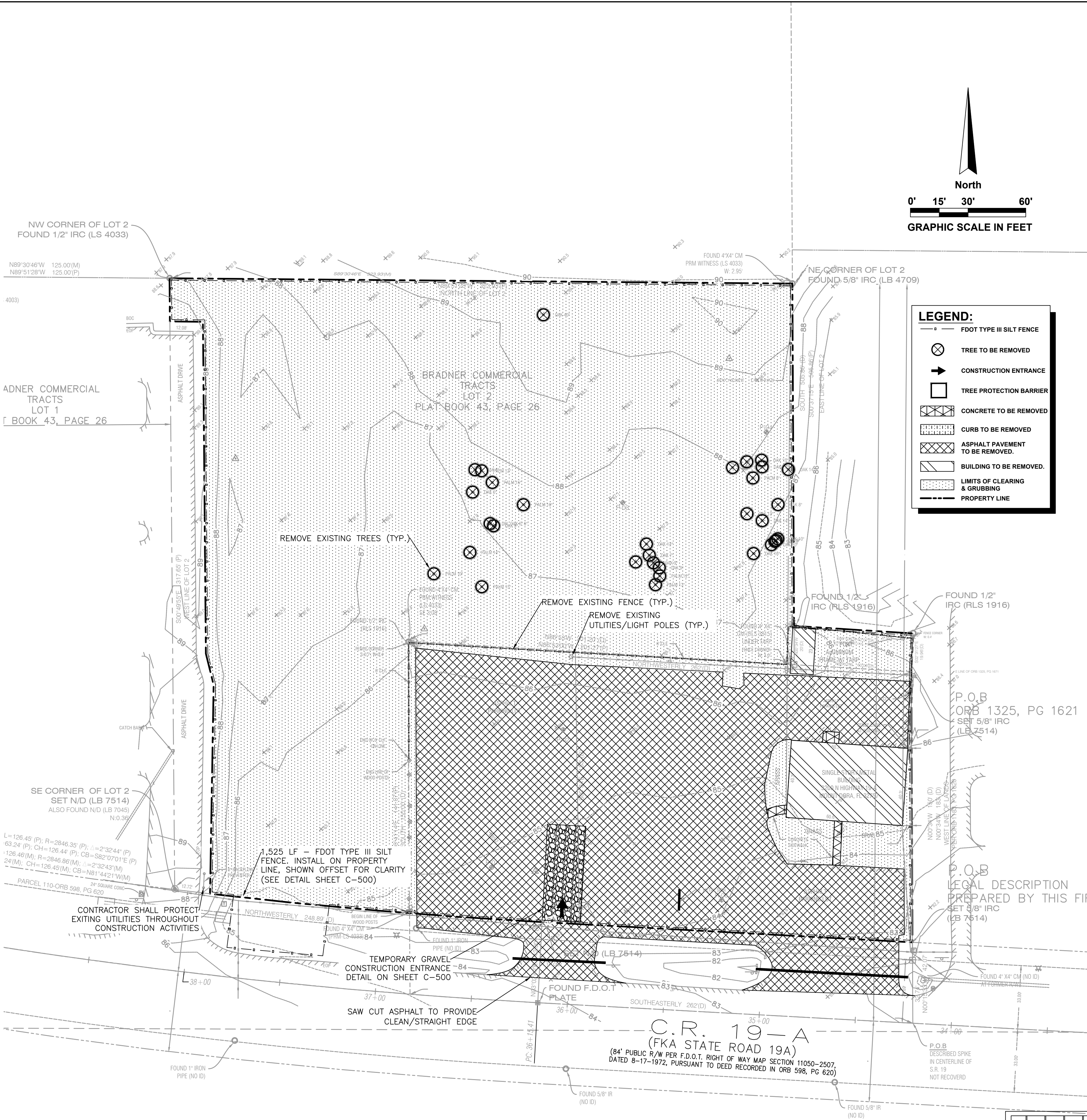
1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE.
2. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
3. ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY.
4. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR IS ADVISED THAT UNCHARTED UTILITIES MAY BE FOUND TO EXIST WITHIN THE CONSTRUCTION AREA AND THAT CONSTRUCTION OPERATIONS SHOULD BE CONDUCTED WITH CAUTION. PRIOR TO DEMOLISHING UTILITY LINES, CONTRACTOR SHALL VERIFY FLOW DIRECTIONS FROM EXISTING BUILDINGS WHICH ARE TO REMAIN.
6. REMOVE AND DISPOSE OF ALL EXISTING TREES PER THE DEMOLITION REQUIREMENTS, ALSO REFER TO DEMOLITION PLAN FOR TREES TO REMAIN UNDISTURBED.
7. CONTRACTOR IS RESPONSIBLE FOR PRODUCING A M.O.T. PLAN AND HAVING IT APPROVED BY THE CITY OF MOUNT DORA PRIOR TO ANY OFF-SITE CONSTRUCTION.
8. TREE PROTECTION IS REQUIRED FOR ALL TREES NOT SHOWN AS TO BE REMOVED; SEE TREE PROTECTION BARRICADE DETAIL.
9. ALL EXISTING UTILITIES LOCATED WITHIN THE CONSTRUCTION LIMITS, THAT SERVE THE EXISTING FACILITIES, SHALL BE CAPPED AND REMOVED BEFORE ANY NEW CONSTRUCTION SHALL BEGIN.
10. SEE LANDSCAPE AND DEMOLITION PLANS FOR TREE PROTECTION DETAILS.
11. CONTRACTOR SHALL ABANDON EXISTING SEPTIC TANKS AND WELLS PER THE FLORIDA ADMINISTRATIVE CODE; PERMITS SHALL BE OBTAINED FROM LAKE COUNTY HEALTH DEPARTMENT.
12. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER, ACCEPTABLE TO THE FIRE DEPARTMENT, SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH CHAPTER 16 OF THE NFPA 1, 2021 EDITION.

EROSION CONTROL NOTES:

1. SILT SCREENS AND TURBIDITY BARRIERS MUST REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION AT ALL LOCATIONS SHOWN UNTIL CONSTRUCTION IS COMPLETE, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
2. THE EROSION CONTROL MEASURES SHOWN HEREON ARE INTENDED AS MINIMUM STANDARDS.
3. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.
4. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE LOCAL WATER MANAGEMENT DISTRICT AND FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION STANDARDS.
5. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
6. SEDIMENT MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS OR IN WATERWAYS, THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
7. AN INSPECTOR, CERTIFIED BY THE STATE OF FLORIDA OR EXPERIENCED IN THE INSTALLATION AND MAINTENANCE OF THE EROSION CONTROLS, IS REQUIRED TO INSPECT THE EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THE APPROVED STORMWATER POLLUTION PREVENTION PLAN. INSPECTION REPORTS ARE TO BE COMPLETED ON THE MOUNT DORA FORM ONCE EVERY WEEK AND AFTER EVERY RAINFALL EVENT OF 1" OR MORE DURING THE CONSTRUCTION PHASE. THESE REPORTS SHALL BE MADE AVAILABLE TO THE OWNER AT ANY TIME AND COPIES OF ALL OF THE INSPECTIONS SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR OCCUPANCY.
8. ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED AND NOT ALLOWED TO REMAIN ON THE ROADWAY OVERNIGHT BY THE CONTRACTOR.
9. ALL PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, AND ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 7 CALENDAR DAYS AFTER FINAL GRADING.
10. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR: A. PREPARING FDEP NOTICE OF INTENT APPLICATIONS. (NOI & NOT) B. FDEP NOTICE OF INTENT APPLICATION FEES. C. PREPARING THE FDEP STORMWATER POLLUTION PREVENTION PLAN (SWPPP) D. SUBMITTAL OF THE FDEP NOTICE OF INTENT APPLICATIONS (NOI & NOT), THE NOI PERMIT MUST BE OBTAINED PRIOR TO COMMENCING WORK FOR THIS PROJECT.
12. CONTRACTOR SHALL FURNISH THE CITY OF MOUNT DORA WITH A COPY OF THE NOI.
13. THE CONTRACTOR SHALL OBTAIN WATER MANAGEMENT DISTRICT NPDES PERMIT PRIOR TO COMMENCING WORK FOR THIS PROJECT.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS. PRIOR TO EARTH WORK OR CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE A COPY OF THE COMPLETED FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES TO THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION, ATTENTION: NPDES ADMINISTRATOR. CONTRACTOR SHALL ALSO PROVIDE A COPY OF THE APPROVED NOI TO THE CITY OF MOUNT DORA ENGINEERING DEPARTMENT PRIOR TO COMMENCING CONSTRUCTION.

ADDITIONAL NOTES:

1. ALL DESIGNATED ENTRANCES AND EXITS FOR THE CONSTRUCTION SITE SHALL BE STABILIZED USING FILTER FABRIC AND GRAVEL OR OTHER PRE-APPROVED METHODS TO PREVENT OFF-SITE TRACKING OF SEDIMENTS. IF ONLY ONE CONSTRUCTION ENTRANCE IS PROPOSED, PLEASE MAKE NOTE ON THE PLANS THAT THE OTHER EXISTING ENTRANCE IS NOT TO BE USED BY CONSTRUCTION VEHICLES.
2. CONSTRUCTION VEHICLES ARE PROHIBITED FROM USING ENTRANCES OTHER THAN THOSE DELINEATED AS SUCH ON THESE PLANS.
3. REFER TO LANDSCAPE PLANS FOR TREES TO BE REMOVED AND PERTINENT DETAILS REGARDING TREE PROTECTION MEASURES.
4. DUST CONTROL: NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY. ESM SECTION 6.01
5. STOCKPILES: NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY. ESM 6.14.01 (B)
6. INSPECTIONS BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS SHALL BE CONDUCTED DAILY AND WITHIN 24 HOURS AFTER EACH 0.50 INCH OR GREATER RAINFALL EVENT. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY.



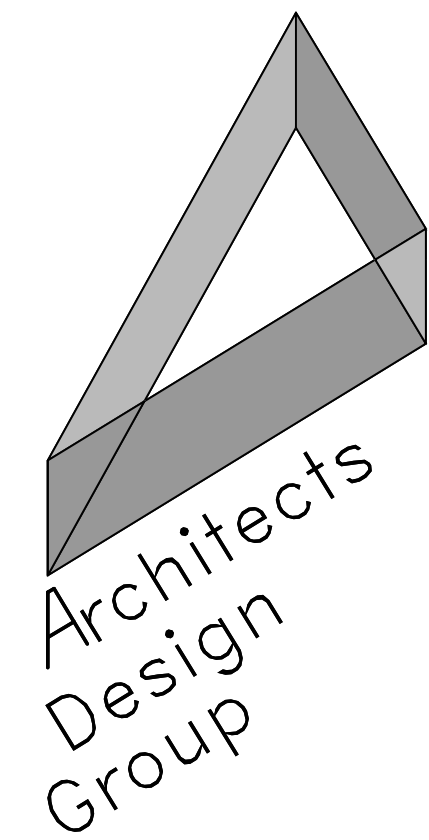
AVCON

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436 W. New York Ave.
DeLand, FL 32720
FBPE Lic: CA5057

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.



Architects and Planners

I.S.K. Reeves V, F.A.I.A.
Ian A. Reeves, A.I.A.
Susan Ganitt, A.I.A., LEED-AP

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Corporate Registration
Number: AR94944

In Association With:



750 Monroe Road
Sanford, FL 32771
P: (407) 321-8410



CITY OF MT. DORA
FIRE STATION #35

CITY OF MT. DORA

SITE PLAN
SUBMITTAL

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revisions/addenda

Number	Description	Date Issued
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sheet title

DEMOLITION
PLAN

scale:
drawn: MZ
checked: MK
approved: MK
date: 09/02/2021

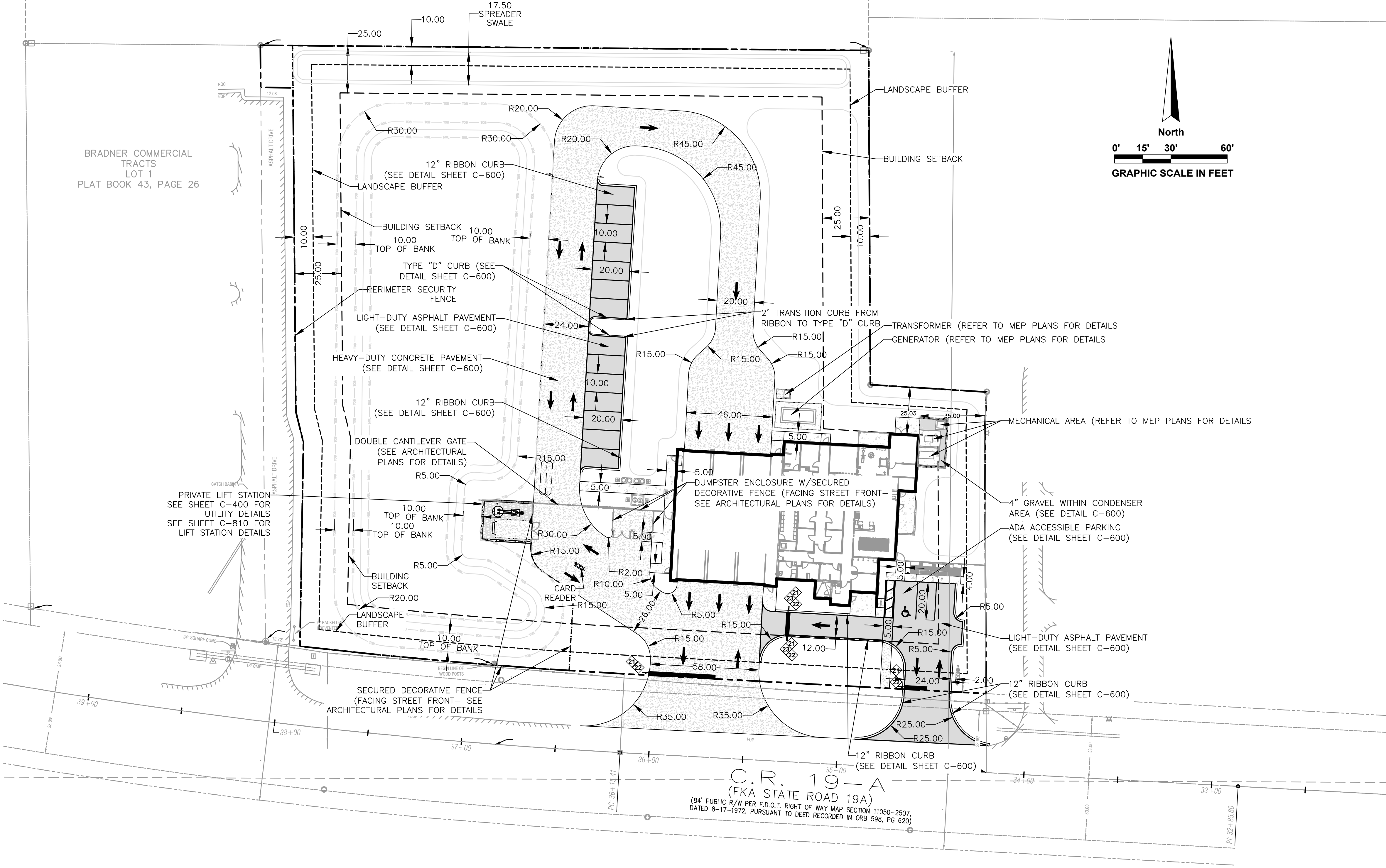
project no.

2020.0156.02

sheet number:

C-100

SITE DATA	
PARCEL INFORMATION	
PARCEL ID#	26-19-26-0075-000-00200, 26-19-26-0001-000-09100, 26-19-26-0001-000-09200
OWNER	CITY OF MOUNT DORA
PROPERTY ADDRESS	3200 NORTH HWY 19-A
MUNICIPALITY	MOUNT DORA, FL
CURRENT ZONING	C-2A, C-3
FUTURE LAND USE	PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL
ADJACENT ZONING	C-2A, C-3
ADJACENT FUTURE LAND USE:	VACANT COMMERCIAL, PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL
FEMA FLOOD ZONE:	ZONE "X" (MAP PANEL 120690358E)
LAND USE CALCULATIONS	
PROJECT AREA:	111,259 SF ~ 2.554 AC.
EXISTING LAND USE:	8089-VACANT GOVERNMENT/MUNICIPAL
PROPOSED LAND USE:	FIRE STATION #35
AREA CALCULATIONS	
EXISTING IMPERVIOUS AREA:	32,815 SF ~ 0.753 AC (29.48%)
EXISTING PERVIOUS AREA:	78,444 SF ~ 1.801 AC (70.52%)
PROPOSED IMPERVIOUS AREA:	35,739 SF ~ 0.820 AC (32.12%)
PROPOSED PERVIOUS AREA:	75,778 SF ~ 1.734 AC (67.88%)
PARKING CALCULATIONS	
PUBLIC PARKING STALLS PROVIDED	2 REGULAR SPACES / 1 ADA SPACES
PRIVATE/SECURED PARKING STALLS PROVIDED	14 REGULAR SPACES
BUILDING DATA	
BUILDING AREA	9,142 SF
BUILDING HEIGHT	6' - 24'
MAX. FLOOR AREA RATIO (FAR)	0.35
PROP. FLOOR AREA RATIO (FAR)	9,142 SF / 111,259 SF = 0.08



LEGEND	
	LIGHT-DUTY CONCRETE PAVEMENT / SIDEWALK
	HEAVY-DUTY CONCRETE PAVEMENT
	WHEELSTOP
	SINGLE-COLUMN SIGN
	PROPERTY LINE

KEYNOTE LEGEND:

	STOP SIGN (30"X30")	(R1-1)
	24" STOP BAR	
	"DO NOT ENTER" SIGN	

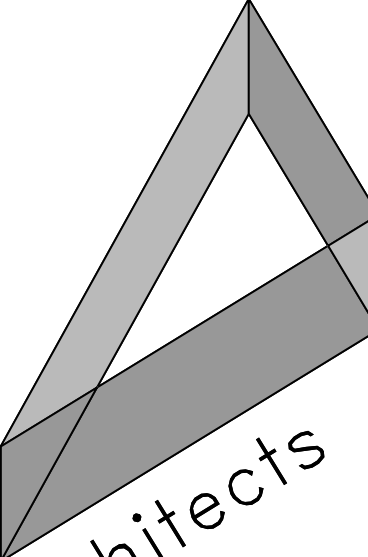


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Design
Group

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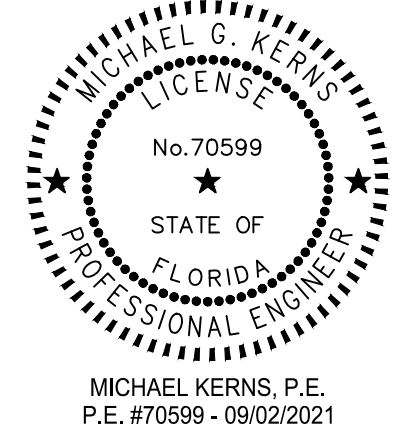
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MICHAEL KERNS, P.E.
E. #70599 - 09/02/2021

**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

SITE PLAN SUBMITTAL

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• revisions/addenda		
Number	Description	Date Issued

- sheet title

SITE & GEOMETRY PLAN

- scale:
- drawn: MZ
- checked: MK
- approved: MK
- date: 09/02/2021

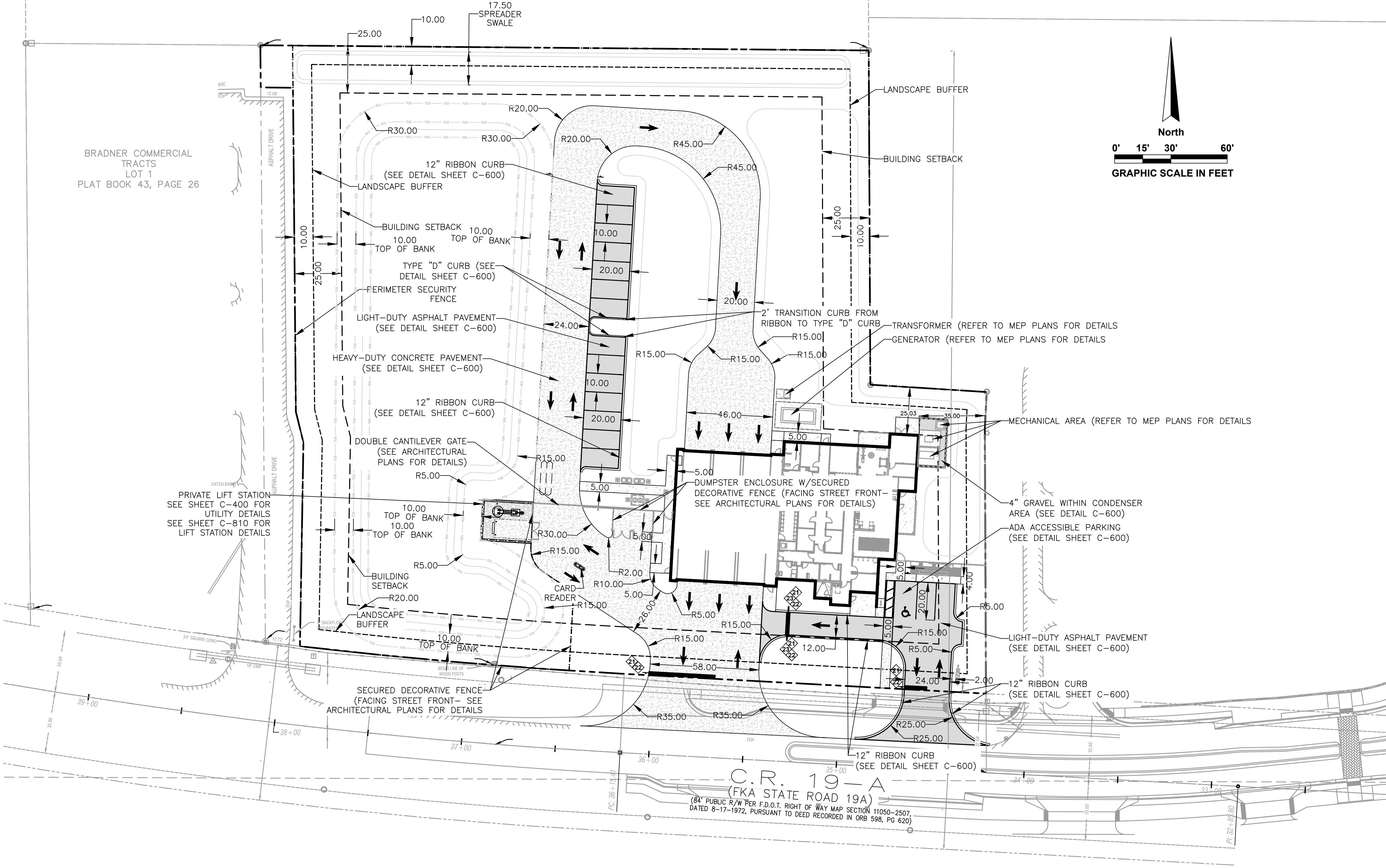
- project no.

2020.0156.02

- sheet numbers:

C-200A

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PROPOSED PERVIOUS AREA:	75,778 SF ~ 1.740 AC (68.11%)
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PRIVATE/SECURED PARKING STALLS PROVIDED	14 REGULAR SPACES
BUILDING DATA	
BUILDING AREA	9,142 SF
BUILDING HEIGHT	6' - 24'
MAX. FLOOR AREA RATIO (FAR)	3.0
PROP. FLOOR AREA RATIO (FAR)	9,142 SF / 111,259 SF = 0.08

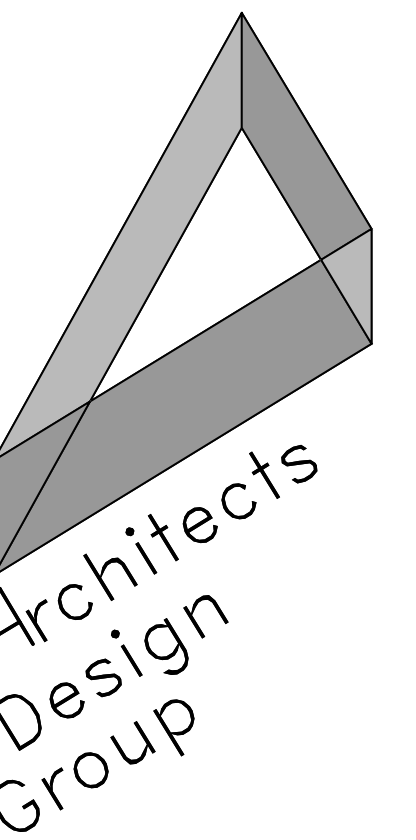


<u>LEGEND</u>	
	LIGHT-DUTY CONCRETE PAVEMENT / SIDEWALK
	HEAVY-DUTY CONCRETE PAVEMENT
	WHEELSTOP
	SINGLE-COLUMN SIGN
	PROPERTY LINE

KEYNOTE LEGEND:

	STOP SIGN (30"X30")	(R1-1)
	24" STOP BAR	
	"DO NOT ENTER" SIGN	

NOTE: PLAN SHEET SHOWS EUDORA ROAD/CR-19A ROUNDABOUT
ROADWAY IMPROVEMENTS FOR REFERENCE ONLY



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Ian A. Reeves, A.I.A.
Susan Gantt, A.I.A., LEED-AP

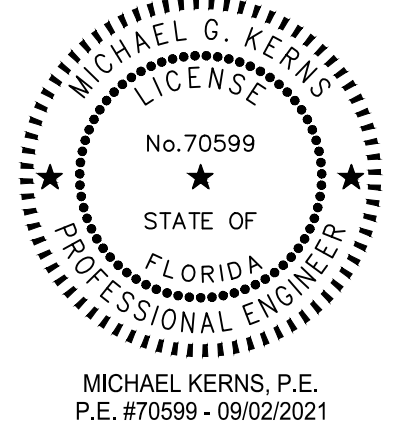
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Corporate Registration
Number: AR94944

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 Sanford, FL, 32771
 Tel: (407) 321-8410



**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

SITE PLAN SUBMITTAL

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• revisions/addenda		
Number	Description	Date Issued

- sheet title

SITE & GEOMETRY PLAN

- scale:
- drawn: MZ
- checked: MK
- approved: MK
- date: 09/02/2021

- project no.

2020.0156.02

• sheet number:

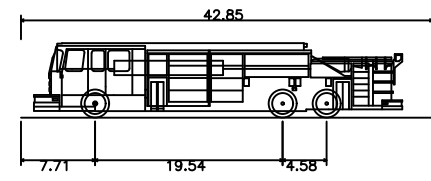
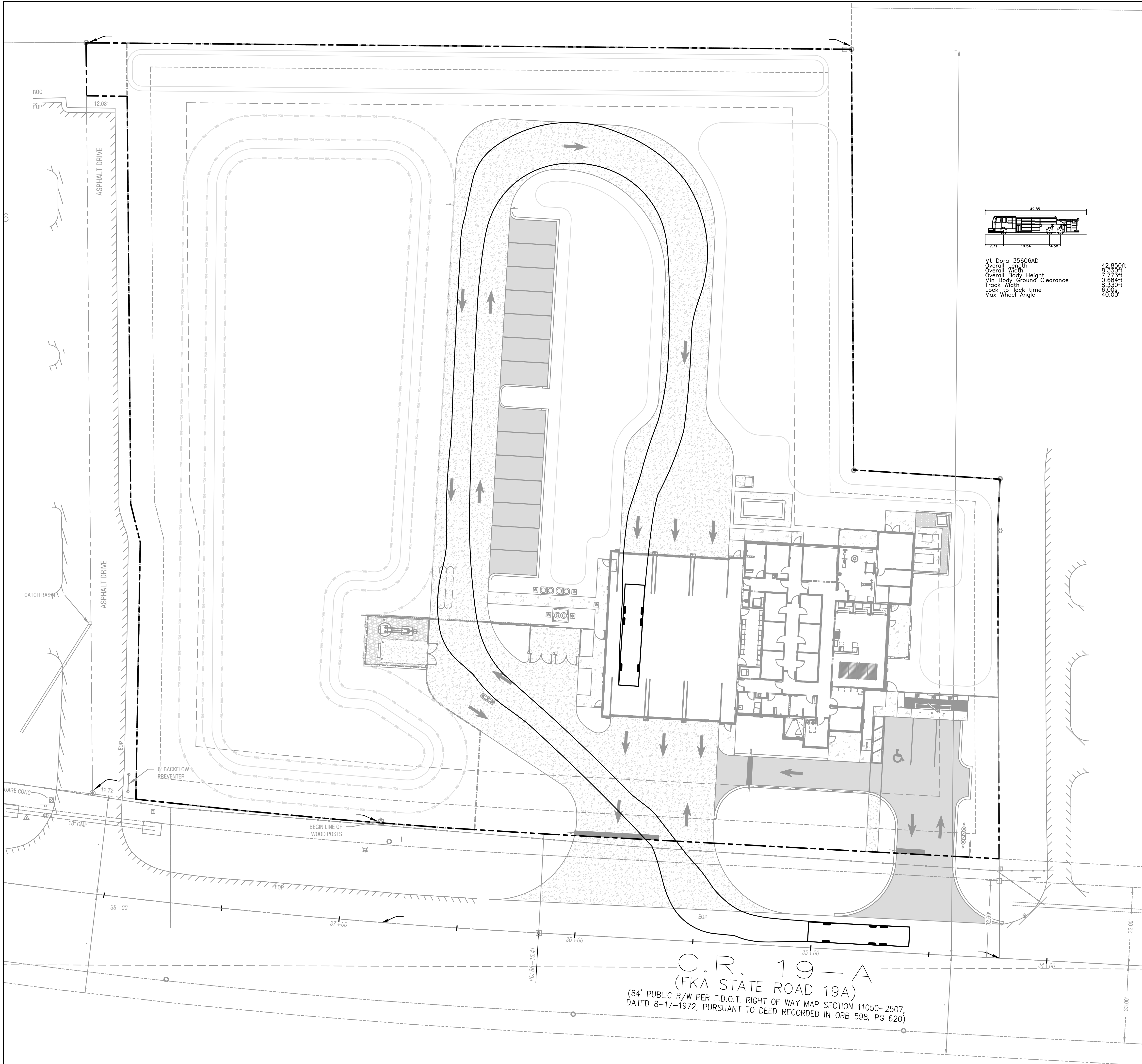
C-200B



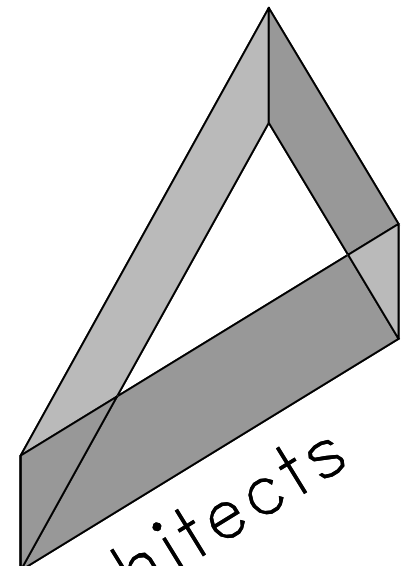
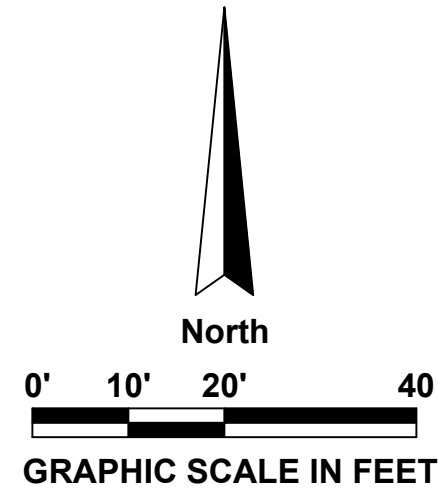
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Mt Dora 35606AD
Overall Length 42.850ft
Overall Width 8.330ft
Overall Body Height 7.713ft
Min Body Ground Clearance 0.664ft
Track Width 8.330ft
Lock-to-lock time 6.00s
Max Wheel Angle 40.00°



Architects
Design
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Susan Garitt, A.I.A., LEED-AP

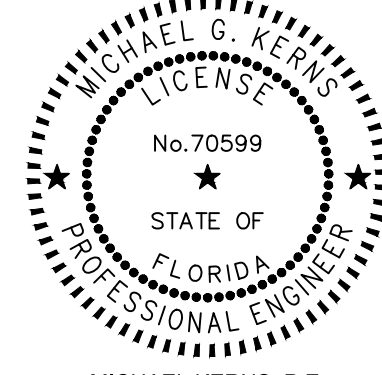
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P.E. #70599 - 09/02/2021

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• sheet title

VEHICLE
TRACKING PLAN

• scale:
• drawn: MZ
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• approved: MK
• date: 09/02/2021

• project no.

2020.0156.02

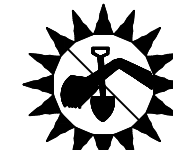
• sheet number:

C-201A

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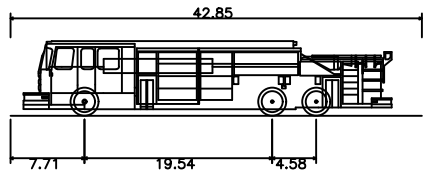
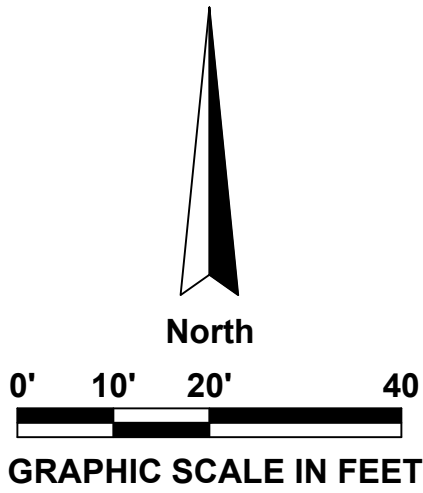
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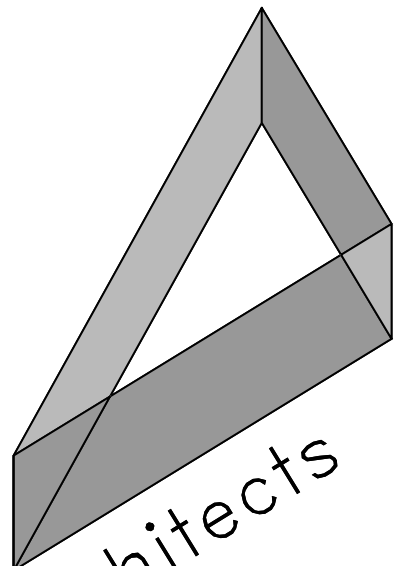
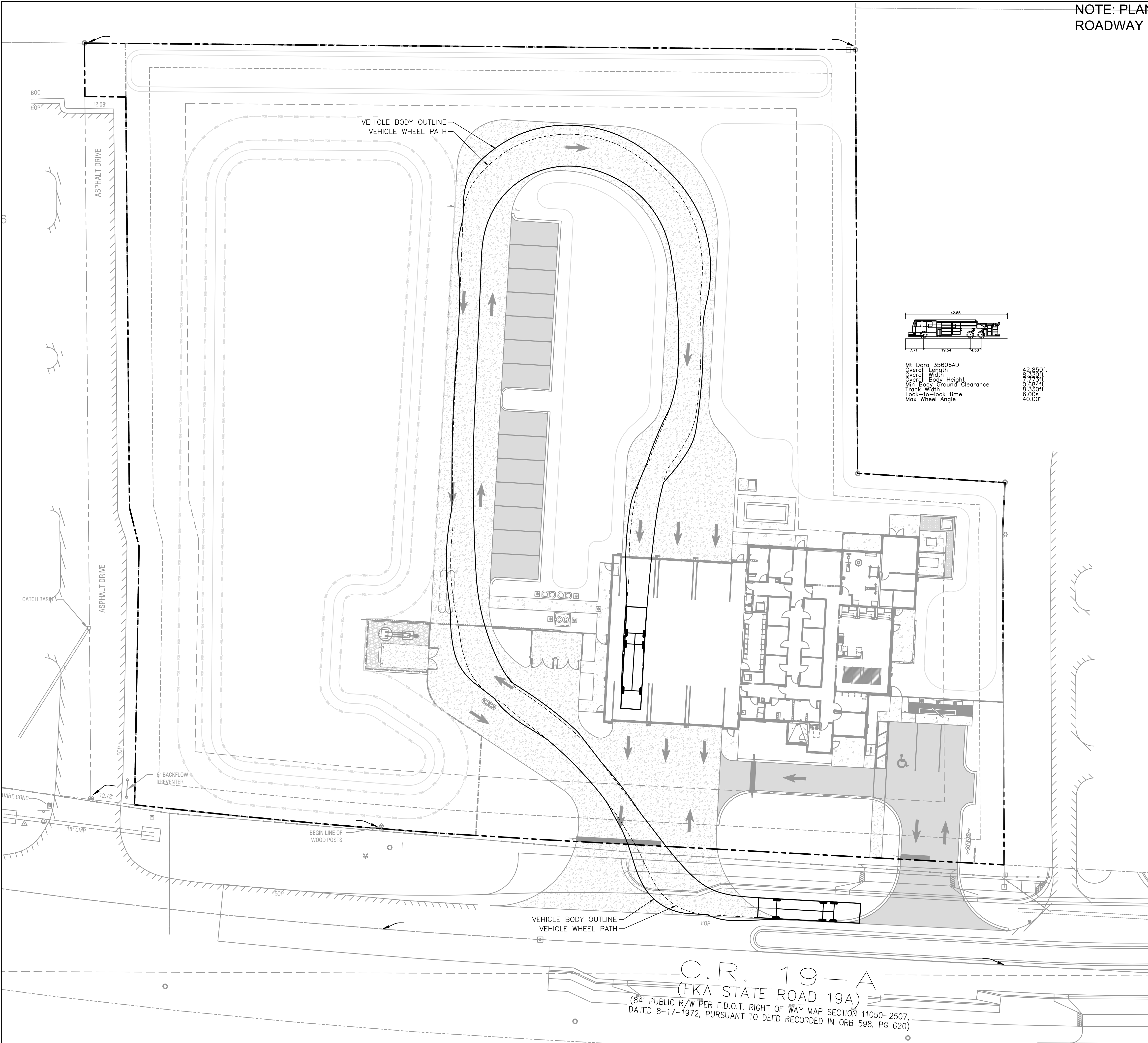


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Mt. Dora 35606AD
Overall Length 42.850ft
Overall Width 8.350ft
Overall Body Height 7.723ft
Min Body Ground Clearance 0.984ft
Track Width 8.330ft
Lock-to-lock time 6.00s
Max Wheel Angle 40.00°



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Susan Garitt, A.I.A., LEED-AP

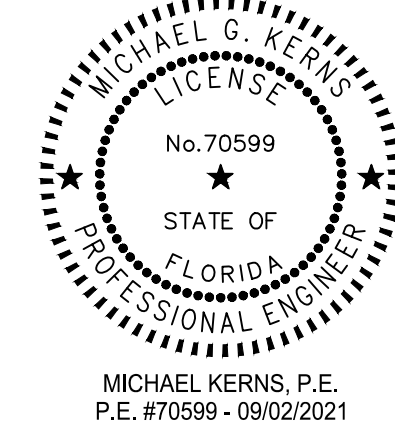
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- date: 09/02/2021

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2020.0156.02

sheet number:

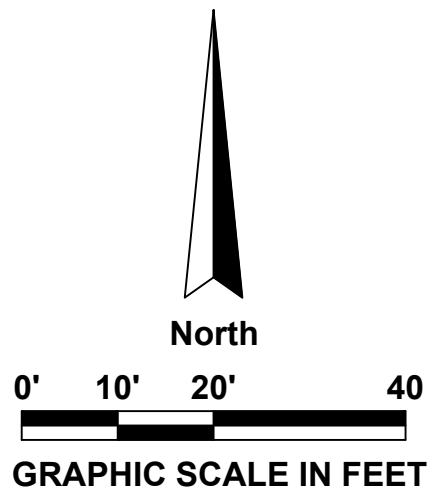
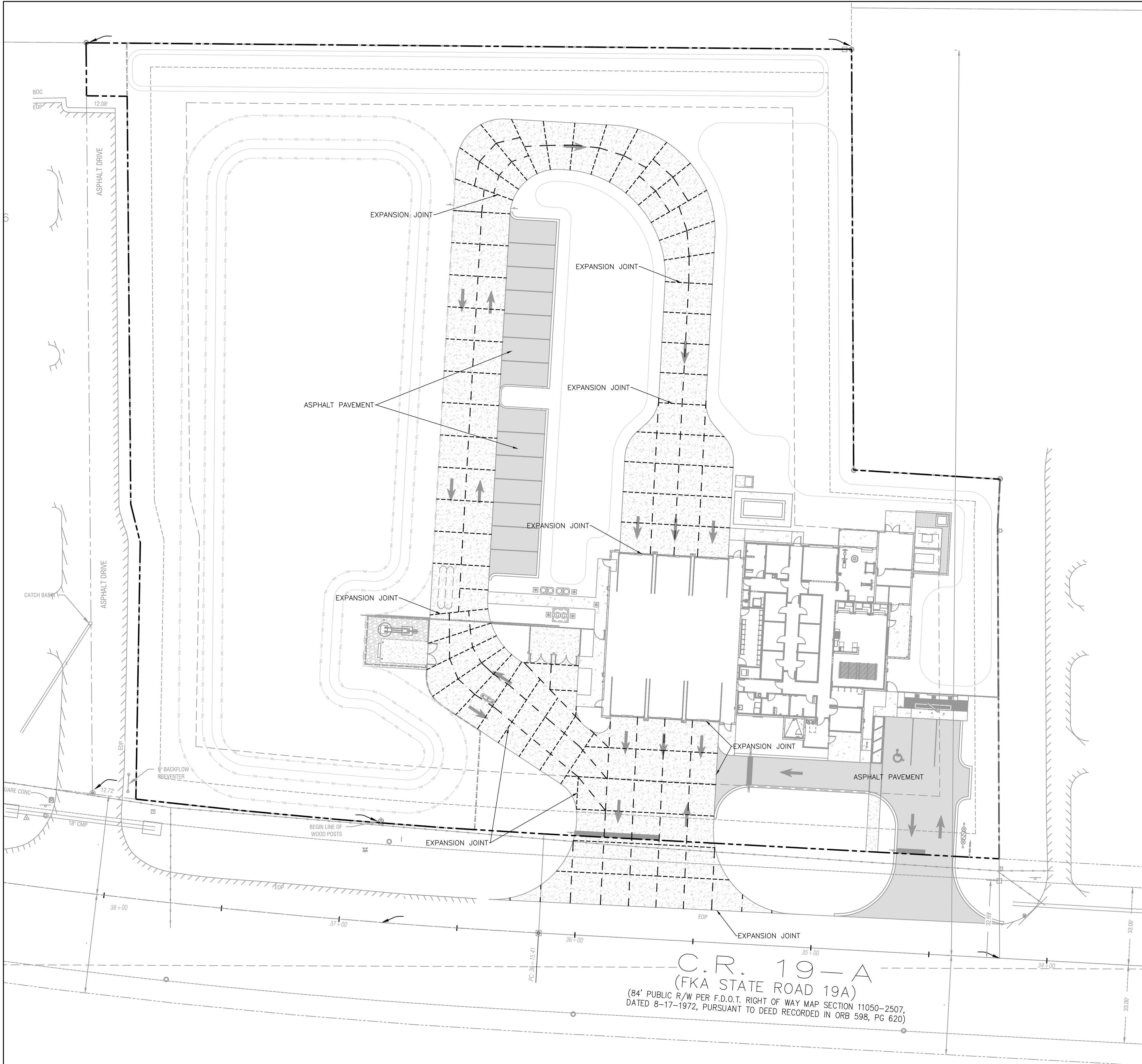
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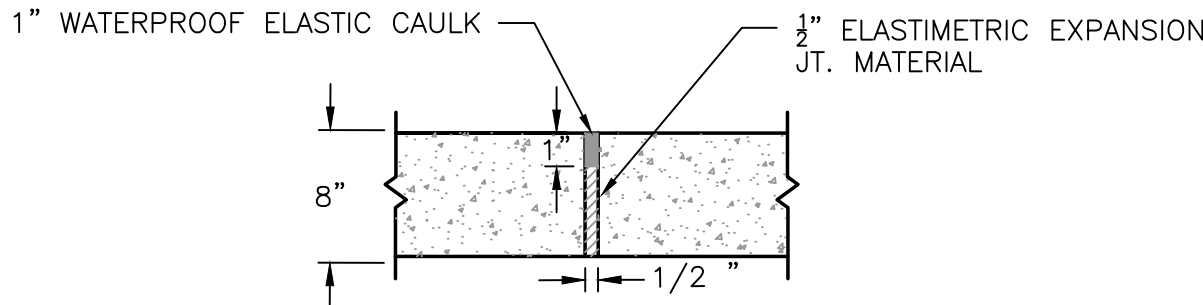
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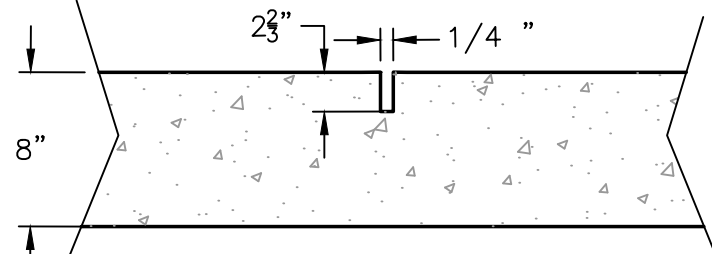
LEGEND

	CONCRETE PAVEMENT
	LONGITUDINAL JOINT
	TRANSVERSE JOINT



HEAVY-DUTY EXPANSION JOINT DETAIL

N.T.S.
ALL HEAVY-DUTY CONCRETE SHALL HAVE A FULL 1/2" EXPANSION JOINT LOCATED AT A MAXIMUM DISTANCE OF 500 LINEAR FEET AND A SAW CUT OR FORMED DUMMY CONTRACTION JOINT AT EVENLY SPACED INTERVALS NOT TO EXCEED 14 LINEAR FEET.



HEAVY-DUTY CONTRACTION JOINT DETAIL

N.T.S.

- NOTES:
1. ALL CONCRETE JOINTS ARE ASSUMED TO BE CONTRACTION JOINTS UNLESS OTHERWISE SPECIFIED ON PLANS.
 2. CONCRETE PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH A.C.I. PUBLICATION ACI 308R-27.
 3. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR CONCRETE SLAB SPACING AND JOINT SPECIFICATIONS.

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CONSTRUCTION GROUP

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MICHAEL G. KERNS
No. 70599
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MICHAEL KERNS, P.E.
P.E. #70599 - 09/02/2021

**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

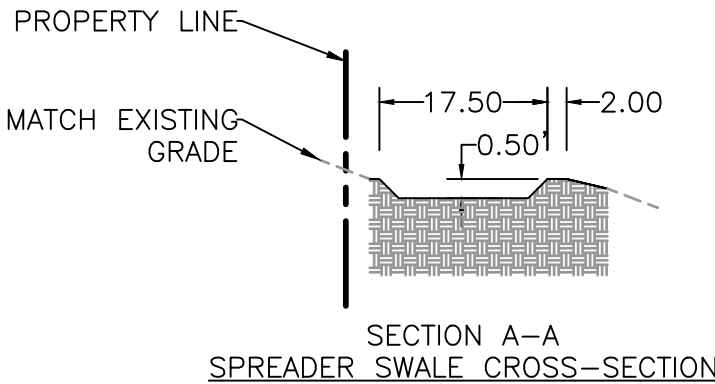
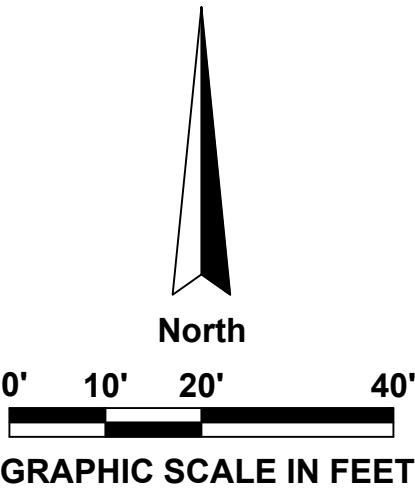
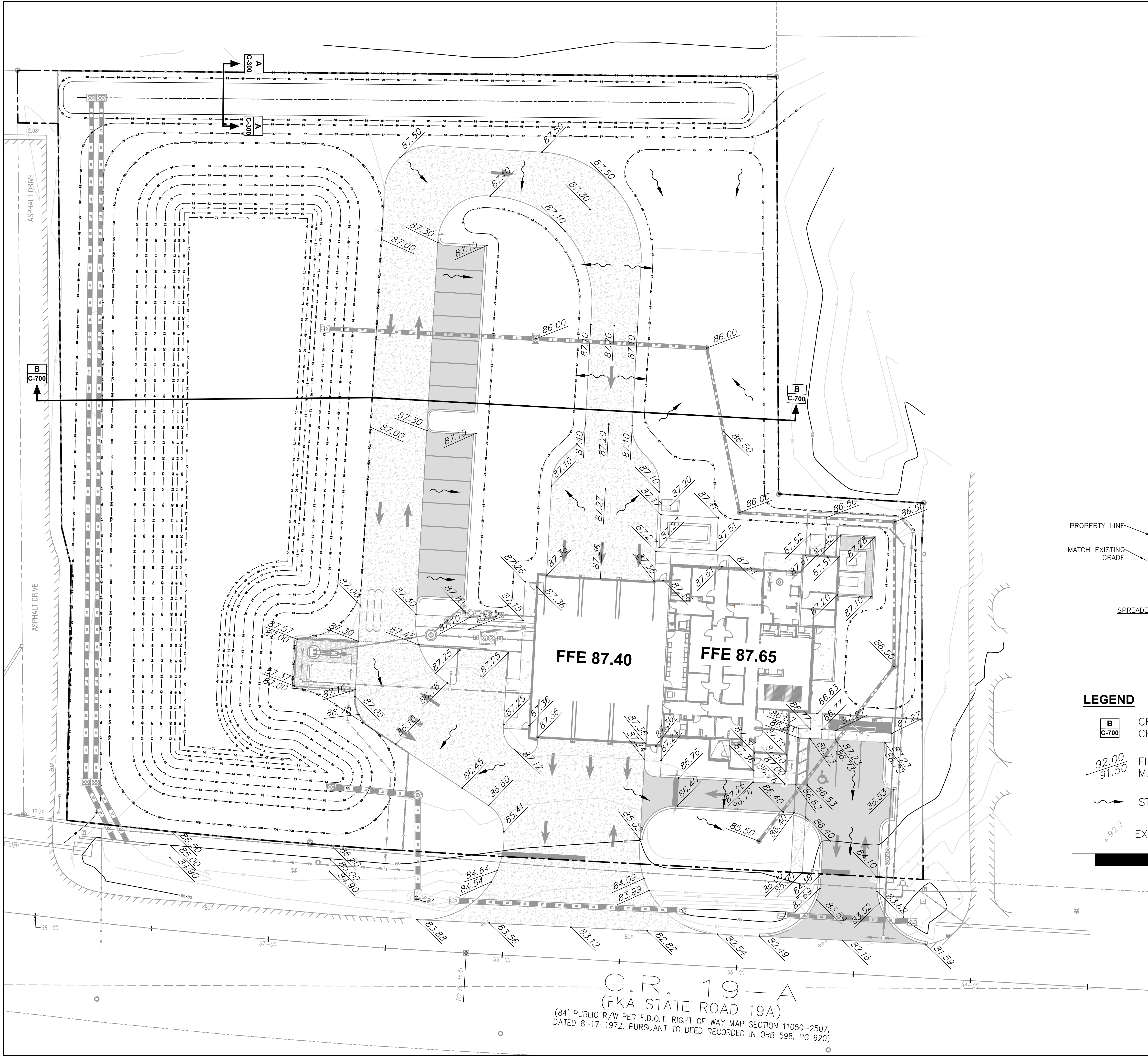
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•	sheet title	

**EXPANSION JOINT
& SAWCUT PLAN**

- scale:
- drawn: **MZ**
- checked: **MK**
- approved: **MK**
- date: 09/02/2021
- project no.
- 2020.0156.02**
- sheet number:
- C-210**



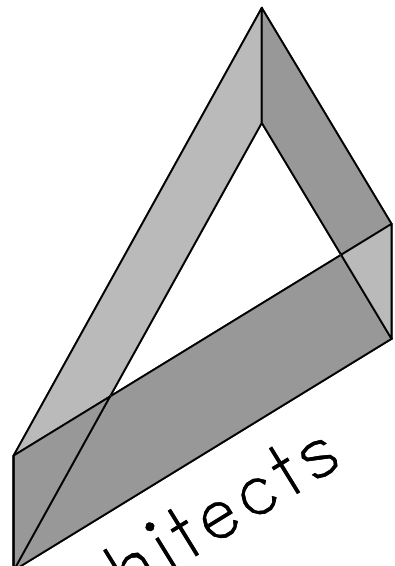
LEGEND

B CROSS-SEC DETAIL ID
C-700 CROSS-SEC LOCATION SHEET

$\frac{92.00}{91.50}$ FINISHED ELEVATION
M.E.G. = MATCH EX. GRADE

STORMWATER FLOW ARROW

$\times 92.7$ EXISTING SPOT GRADE



Architects
Design
Group

Architects and Planners

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Ian A. Reeves, A.I.A.
Susan Garitt, A.I.A., LEED-AP

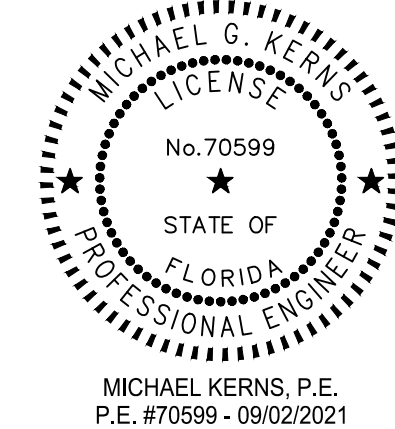
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FIRE STATION #35

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• sheet title

GRADING PLAN

• scale:
• drawn: MZ
• checked: MK
• approved: MK
• date: 09/02/2021

• project no.

2020.0156.02

• sheet number:

C-300A

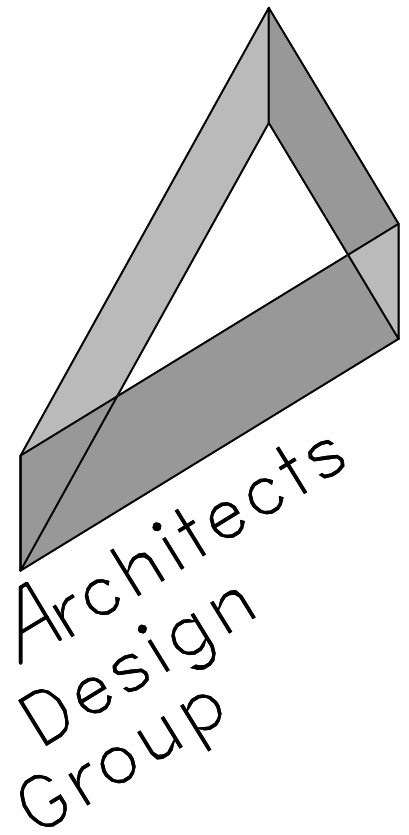
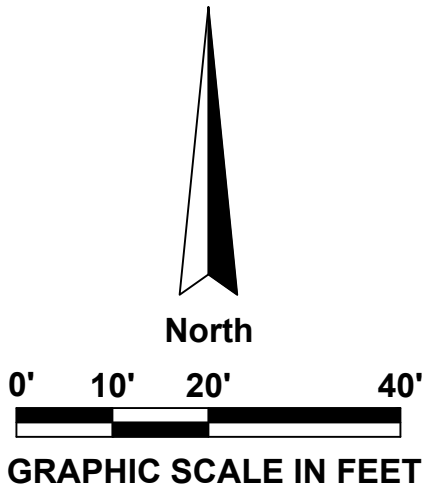
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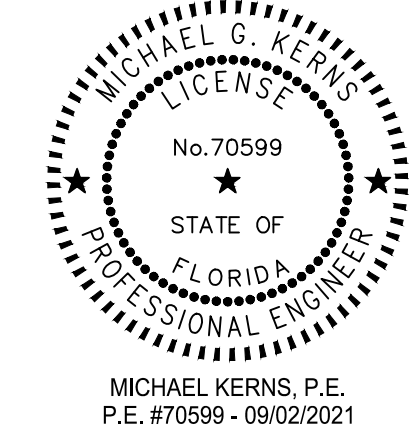
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date: 09/02/2021

project no.

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sheet number:

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LEGEND

B
C-700

CROSS-SEC DETAIL ID
CROSS-SEC LOCATION SHEET

92.00
91.50

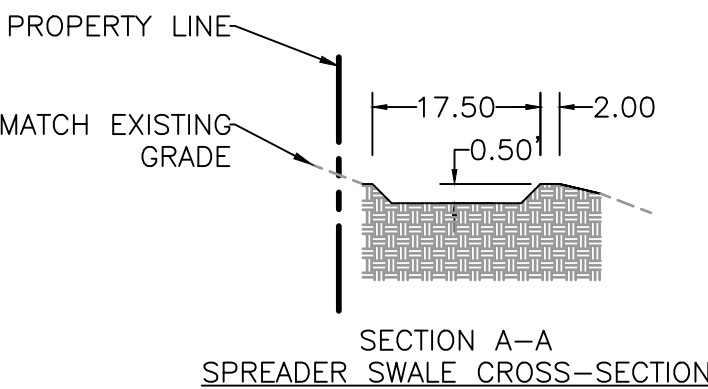
FINISHED ELEVATION
M.E.G. = MATCH EX. GRADE

~

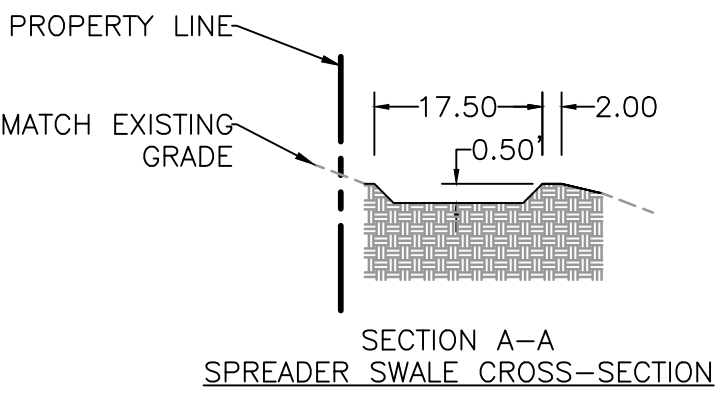
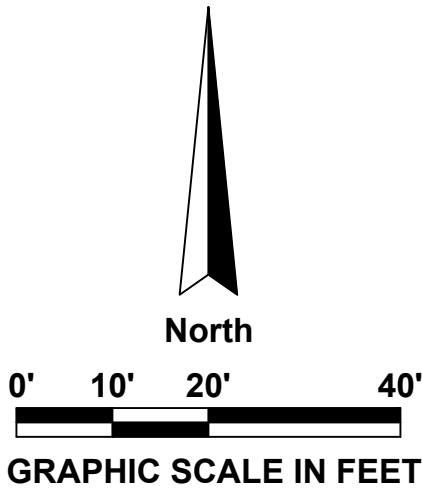
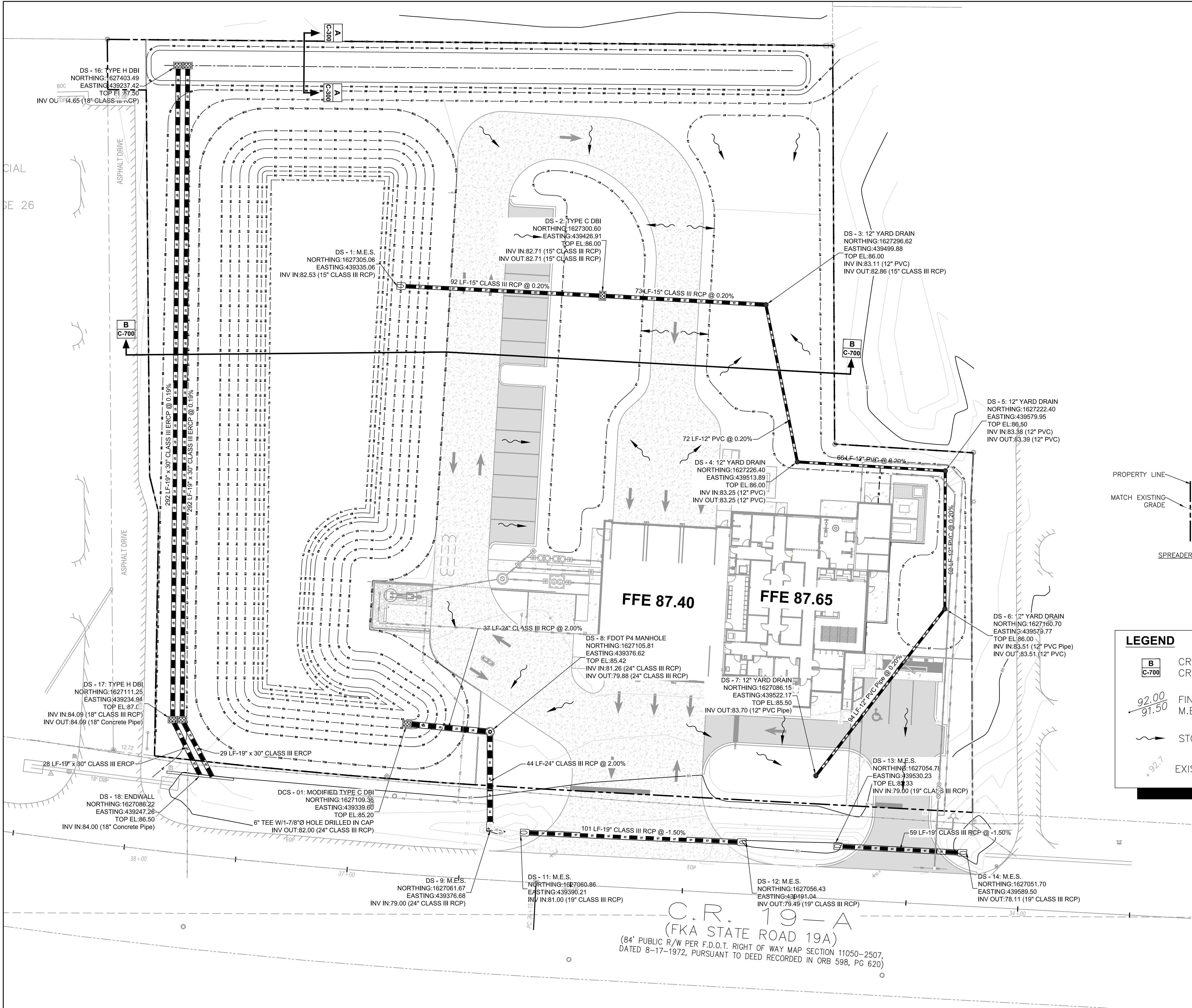
STORMWATER FLOW ARROW

+ 92.7

EXISTING SPOT GRADE



C.R. 19-A
(FKA STATE ROAD 19A)
(84' PUBLIC R/W PER F.D.O.T. RIGHT OF WAY MAP SECTION 11050-2507,
DATED 8-17-1972, PURSUANT TO DEED RECORDED IN ORB 598, PG 620)



LEGEND

B
C-700 CROSS-SEC DETAIL ID
CROSS-SEC LOCATION SHEET

$\frac{92.00}{91.50}$ FINISHED ELEVATION
M.E.G. = MATCH EX. GRADE

~ STORMWATER FLOW ARROW

$\times 92.7$ EXISTING SPOT GRADE

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P.E. #70599 - 09/02/2021

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FIRE STATION #35**

CITY OF MT. DORA

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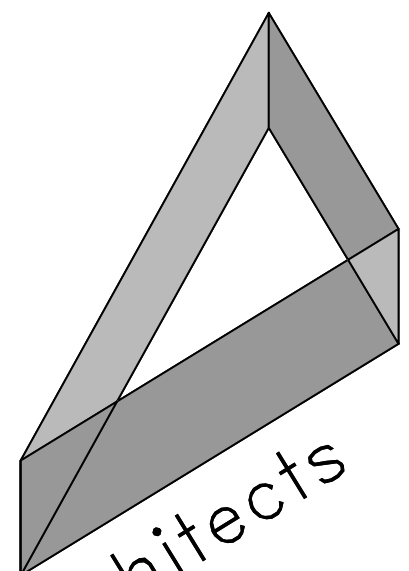
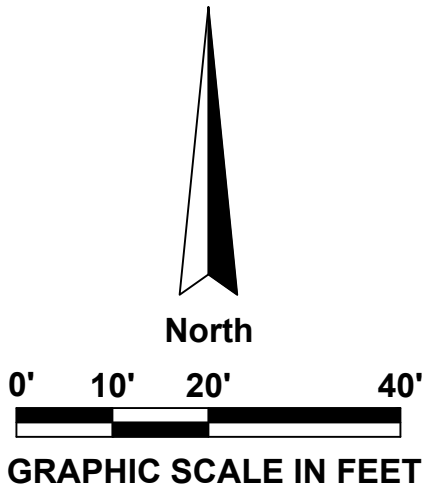
**DRAINAGE
PLAN**

• scale:
• drawn: MZ
• checked: MK
• approved: MK
• date: 09/02/2021

• project no.
2020.0156.02

• sheet number:
C-301A

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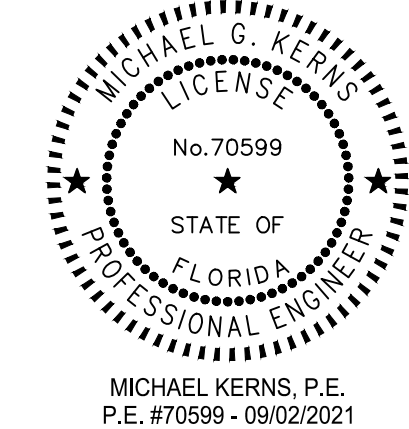
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DRAINAGE
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date: 09/02/2021

project no.

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sheet number:

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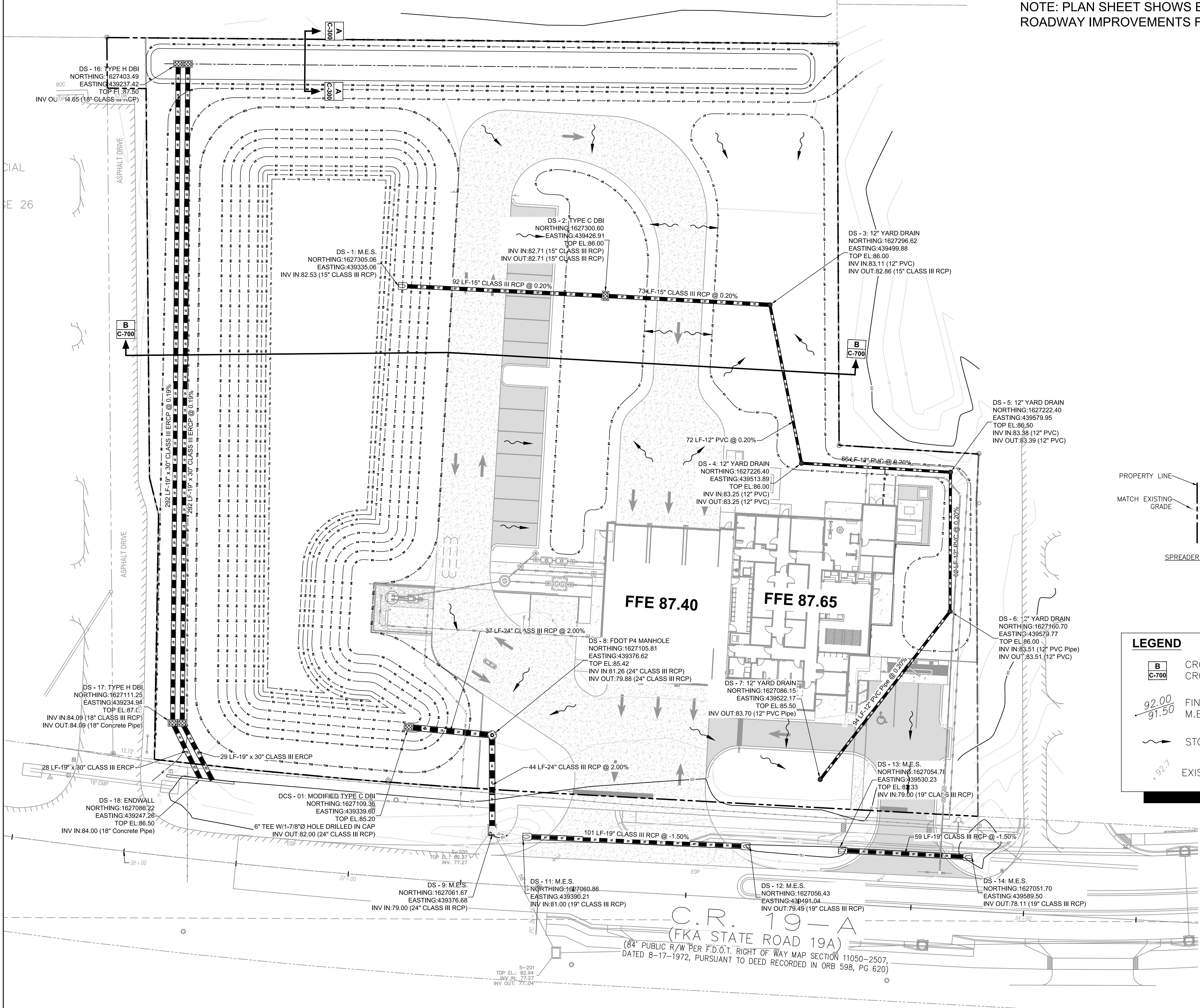
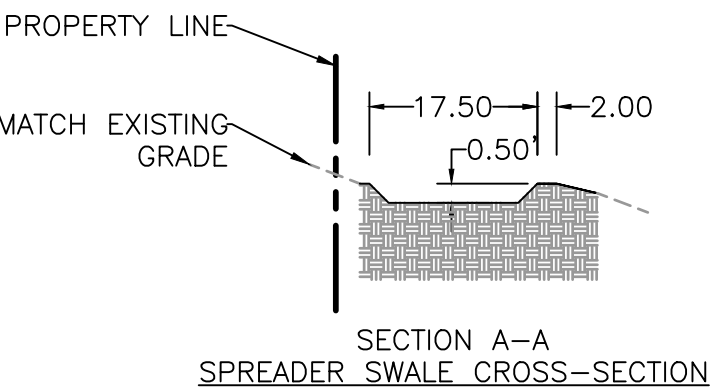
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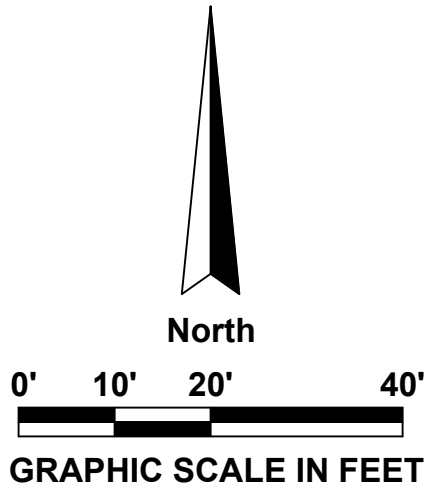
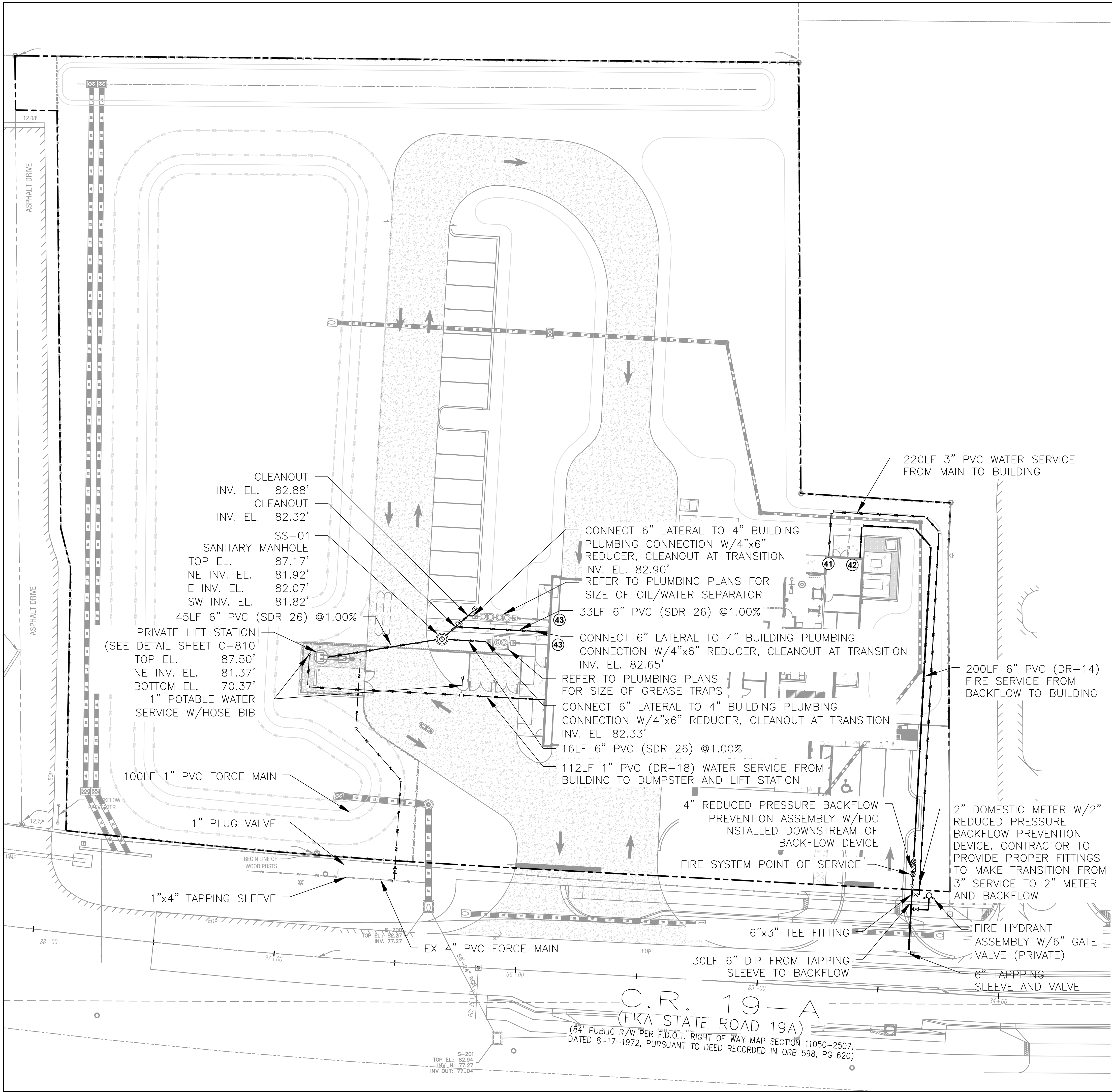


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LEGEND

- B**
C-700 CROSS-SEC DETAIL ID
CROSS-SEC LOCATION SHEET
- $\frac{92.00}{91.50}$ FINISHED ELEVATION
M.E.G. = MATCH EX. GRADE
- ~ STORMWATER FLOW ARROW
- $\times 92.7$ EXISTING SPOT GRADE

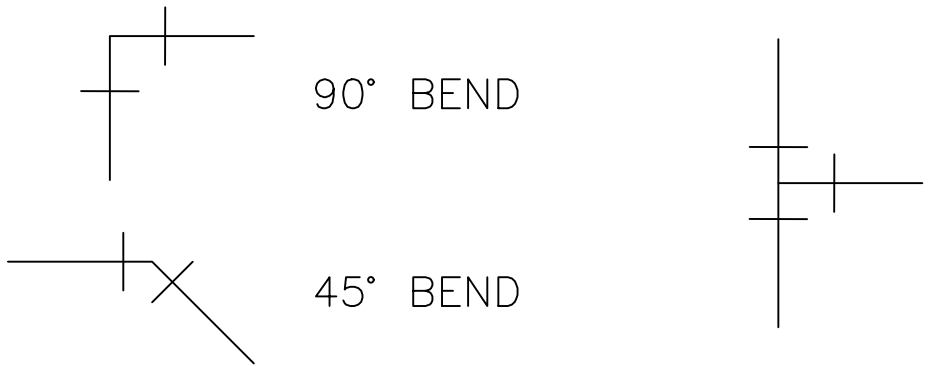




LEGEND:

- WM-WM-WM WATER LINE
- FIRE-FIRE-FIRE FIRE LINE
- FDC-FDC-FDC FIRE SERVICE
- SAN-SAN-SAN SANITARY LINE
- C-03 UTILITY CROSSING & NUMBER
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- FIRE DEPARTMENT CONNECTION
- POST INDICATOR VALVE
- CLEANOUT

TYPICAL PIPE BENDS



NOTE: ALL OTHER PIPE BENDS USED IN DESIGN OF THIS PROJECT ARE NOTED ON THE PLANS

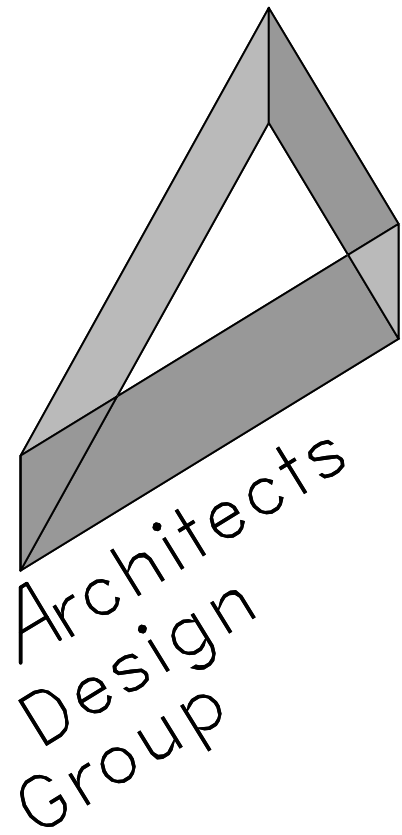
KEYNOTES - UTILITIES

- 3" PVC (DR-18) WATER SERVICE TO BUILDING. REFER TO PLUMBING PLANS FOR INVERT AT BLDG. AND CONTINUATION INTO BUILDING.
- 6" PVC (DR-14) FIRE SERVICE TO BUILDING. REFER TO FIRE PROTECTION PLANS FOR INVERT AT BLDG. AND CONTINUATION INTO BUILDING.
- 4" PVC (SDR26) SANITARY SERVICE @ 1.00% TO BUILDING. REFER TO PLUMBING PLANS FOR INVERT AT BLDG. AND CONTINUATION INTO BUILDING.

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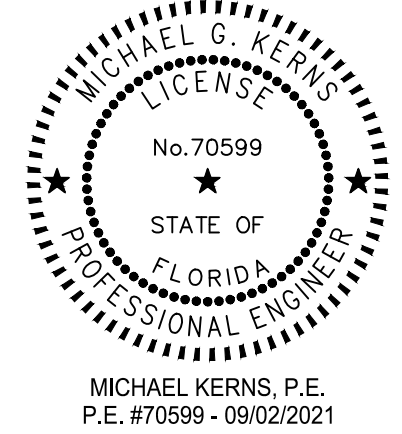
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CITY OF MT. DORA
FIRE STATION #35

CITY OF MT. DORA

SITE PLAN
SUBMITTAL

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revisions/addenda

Number	Description	Date Issued
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sheet title

UTILITY
PLAN

- scale:
- drawn: MZ
- checked: MK
- approved: MK
- date: 09/02/2021

project no.

2020.0156.02

sheet number:

C-400

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

- THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THIS CONDITION WILL BE SATISFIED FOR THE TOTAL ANTICIPATED CONSTRUCTION PERIOD. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY AND CAPACITY OF CHECK WEIRS, SEDIMENTS BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. CONTRACTOR SHALL BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.
- STOCKPILING MATERIAL:
NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DRAIN DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
 - EXPPOSED MATERIAL:
THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING, OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 40 ACRES SO LONG AS THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.
 - INLET PROTECTION:
THE CONSTRUCTION OF SWALES AND THE STORMWATER COLLECTION SYSTEM SHALL BE PERFORMED PRIOR TO CONSTRUCTION OF IMPERVIOUS AREAS. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
 - TEMPORARY SEEDING:
AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN SEVEN DAYS, SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE AS RECOMMENDED BY THE MANUFACTURER.
 - TEMPORARY GRASSING:
SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN 4 ABOVE, SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF FOUR INCHES.
 - TEMPORARY GRASSING:
THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR COVER.
 - TEMPORARY RE-GRASSING:
IF AFTER FOURTEEN DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% COVERAGE, AREAS WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATION COVER.
 - MAINTENANCE:
ALL FEATURES OF THE PROJECT WILL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
 - DUST ABATEMENT:
DUST SHALL BE CONTROLLED WITH USE OF WATER AND CALCIUM CHLORIDE.
 - STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN SEVEN DAY, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

EROSION CONTROL NOTES:

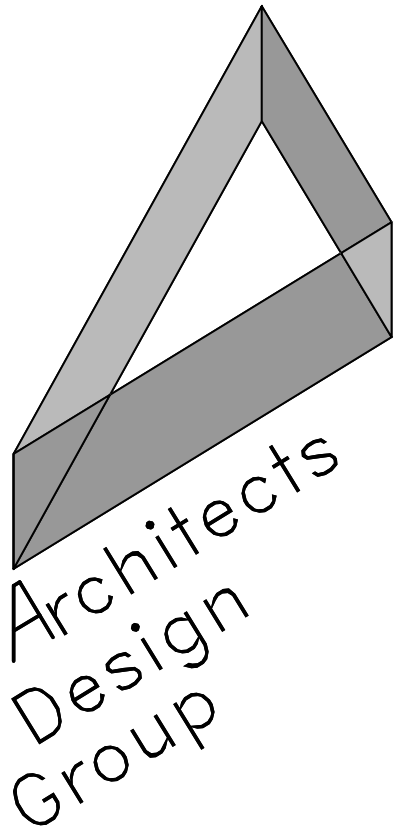
- THE CONSTRUCTION OF SWALES AND THE STORM SEWER SYSTEM SHALL BE PERFORMED PRIOR TO CONSTRUCTION OF IMPERVIOUS AREAS.
- INLET OPENINGS SHALL BE COVERED WITH FILTER FABRIC OR SURROUNDED BY SYNTHETIC HAY BALES.
- THE CONTRACTOR SHALL MINIMIZE THE AERIAL EXTENT OF EXPOSED EARTH AT ONE TIME DURING CONSTRUCTION AND UTILIZE WATERING TRUCKS TO WET THE EARTH DURING DRY MONTHS TO MINIMIZE EROSION DUE TO WIND.
- SILT FENCE MUST REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION AT ALL LOCATIONS SHOWN UNTIL CONSTRUCTION IS COMPLETE, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
- THE EROSION CONTROL MEASURES SHOWN HEREON ARE INTENDED AS MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.
- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE LOCAL WATER MANAGEMENT DISTRICT AND FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION STANDARDS.
- EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
- SEDIMENT MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY.
- ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED AND NOT ALLOWED TO REMAIN ON THE ROADWAY OVERNIGHT BY THE CONTRACTOR.
- ALL PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, AND ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 7 CALENDAR DAYS AFTER FINAL GRADING. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR:
 - PREPARING FDEP NOTICE OF INTENT APPLICATIONS. (NOI & NOT)
 - FDEP NOTICE OF INTENT APPLICATION FEES.
 - PREPARING THE FDEP STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
 - SUBMITTAL OF THE FDEP NOTICE OF INTENTS APPLICATIONS (NOI & NOT)
- THE SUBMITTAL OF THE FDEP NOI MUST BE DONE PRIOR TO COMMENCING WORK FOR THIS PROJECT.
- PRIOR TO EARTH WORK OR CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE A COPY OF THE COMPLETED FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES TO THE ENGINEER OF RECORD.
- THE CONTRACTOR SHALL OBTAIN WATER MANAGEMENT DISTRICT PERMITS PRIOR TO COMMENCING WORK FOR THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS.
- UPON COMPLETION OF CONSTRUCTION ALL DISTURBED AREAS, AS A MINIMUM, SHALL BE SEEDED AND MULCHED AND COMPACTED EQUIVALENT TO THAT OF NATIVE SURROUNDING EARTH.

SEDIMENT CONTROL NOTES:

- ALL SEDIMENT CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND SHALL BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OR EXISTING SURFACE MATERIAL ON THE BALANCE OF THE SITE.
- PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL DEVICES SHALL BE PROVIDED TO INSURE INTENDED PURPOSE IS ACCOMPLISHED.
- ALL TEMPORARY EARTH BERMS AND DIVERSIONS SHALL BE MACHINE COMPACTED, SEEDED, AND MULCHED FOR TEMPORARY VEGETATIVE COVER WITHIN 10 DAYS AFTER GRADING.
- CONSTRUCTED BERMS, DIKES, ETC., SHALL BE COMPACTED BY SEVERAL PASSES WITH CONSTRUCTION EQUIPMENT (BULLDOZER, BACKHOE, OR OTHER HEAVY EQUIPMENT, OR BY USE OF A SUITABLE ROLLER).
- AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED FOR INTEGRITY, ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
- THE IN PLACE SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED ON A CONTINUING BASIS UNTIL THE SITE IS PERMANENTLY STABILIZED AND ALL PERMIT REQUIREMENTS ARE MET.

DEMOLITION NOTES:

- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
- ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ASPHALT RESURFACING TO ALL EXISTING ROADS WHICH ARE SAW-CUT OR DAMAGED DURING CONSTRUCTION. ALL REPAIRS TO BE MADE IN ACCORDANCE WITH FDOT REQUIREMENTS.
- ANY ENCOUNTERED CONTAMINATED MATERIALS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
- THE CONTRACTOR IS ADVISED THAT UNCHARTED UTILITIES MAY BE FOUND TO EXIST WITHIN THE CONSTRUCTION AREA AND THAT CONSTRUCTION OPERATIONS SHOULD BE CONDUCTED WITH CAUTION.
- ANY MISCELLANEOUS GARBAGE, YARD WASTE AND CONSTRUCTION DEBRIS PRESENTLY ON-SITE DUE TO ILLEGAL DUMPING SHALL BE DISPOSED OF OFF-SITE ACCORDING TO THE SOLID WASTE AND HAZARDOUS WASTE REGULATIONS. USE CAUTION IF ANY HAZARDOUS WASTE IS PRESENT.
- EXISTING IRRIGATION SYSTEMS ADJACENT TO CONSTRUCTION ACTIVITIES SHALL BE PROTECTED. ANY IRRIGATION SYSTEM COMPONENTS REMOVED DUE TO CONSTRUCTION ACTIVITIES SHALL BE RESTORED AS QUICKLY AS POSSIBLE.



Architects and Planners

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FIRE STATION #35

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SITE PLAN
SUBMITTAL

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revisions/addenda		
Number	Description	Date Issued
sheet title		

DEMOLITION
DETAILS

- scale:
- drawn: MZ
- checked: MK
- approved: MK
- date: 09/02/2021

- project no.

2020.0156.02

- sheet number:

C-500

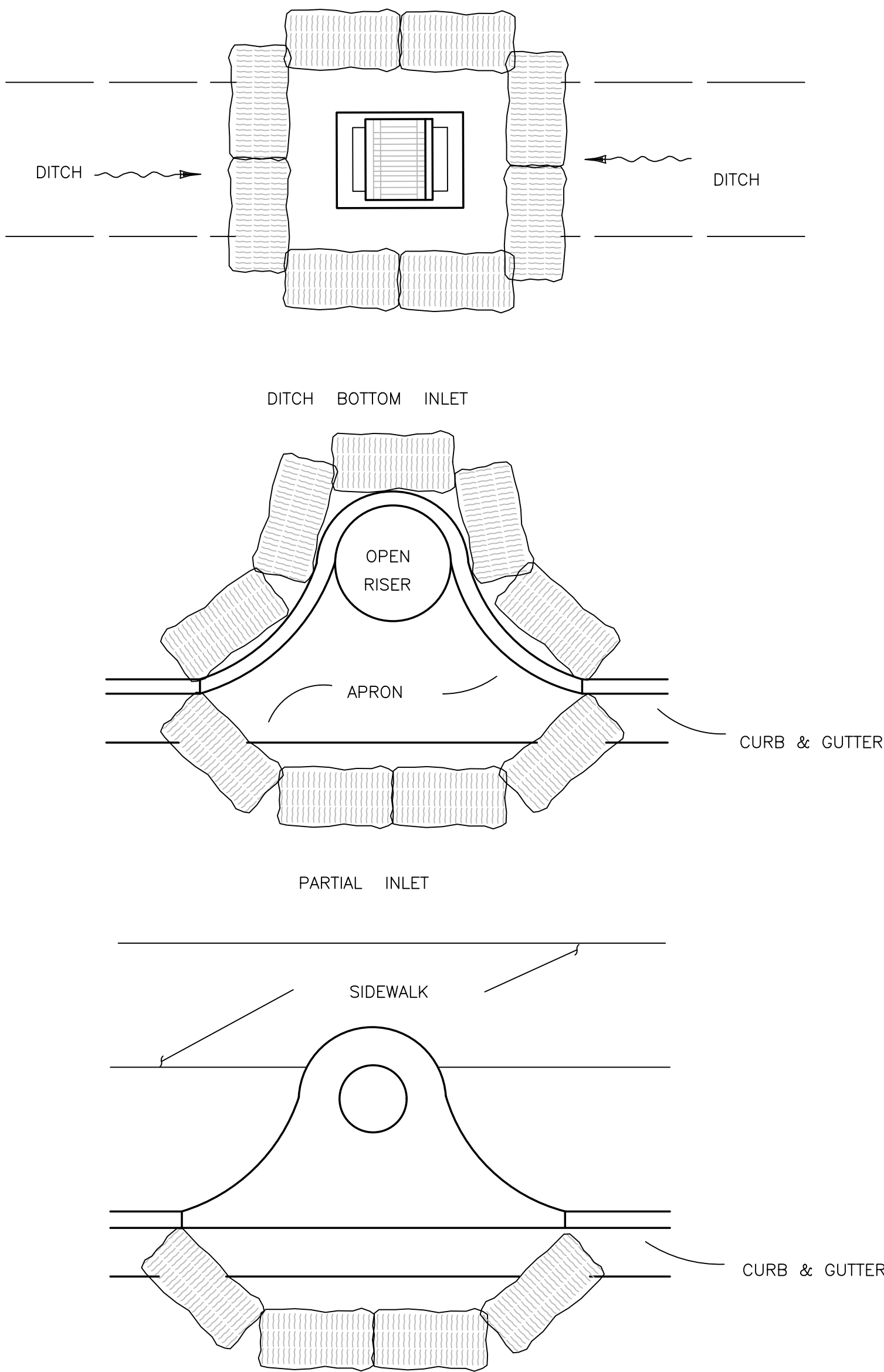
AVCON

AVCON, Inc.
436 W. New York Ave.
DeLand, FL 32720
FBPE Lic: CA5057

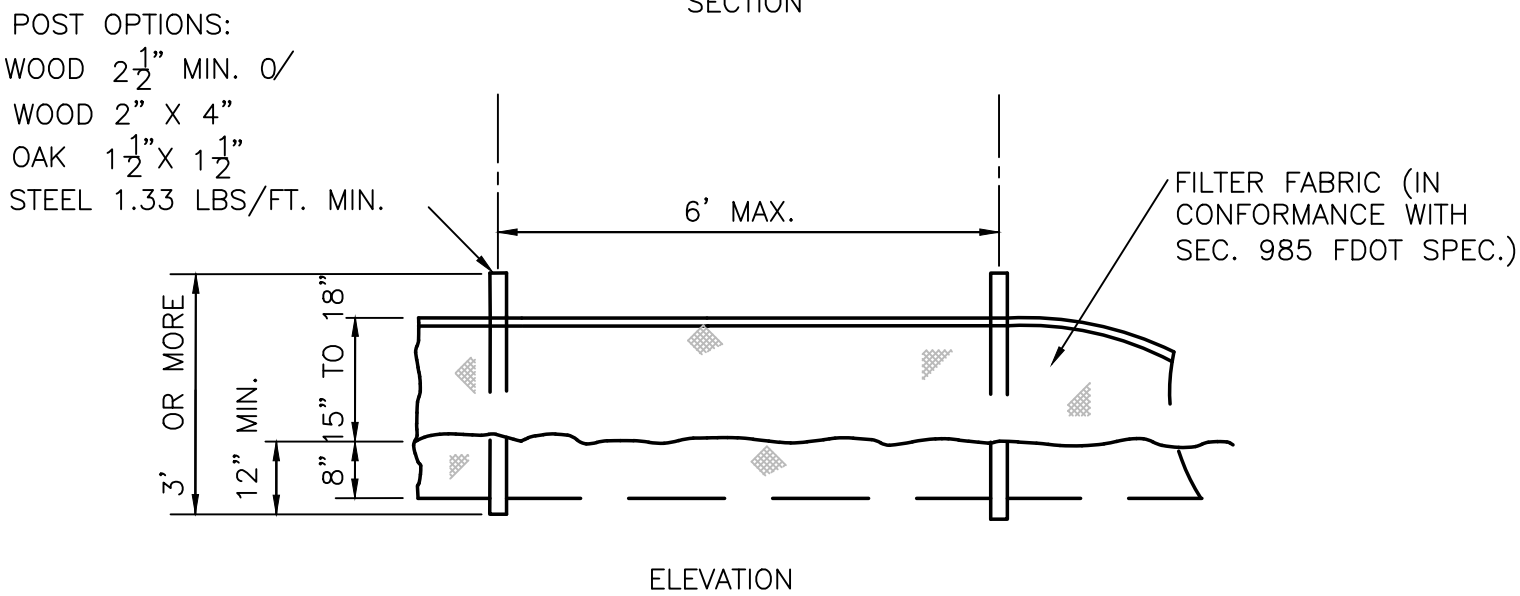
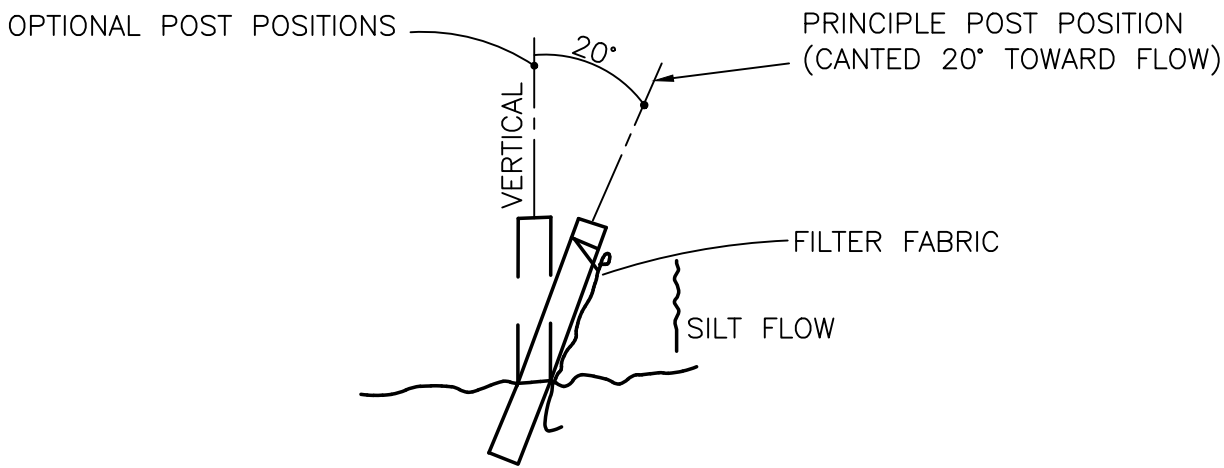
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IT'S THE LAW!
1-800-432-4770



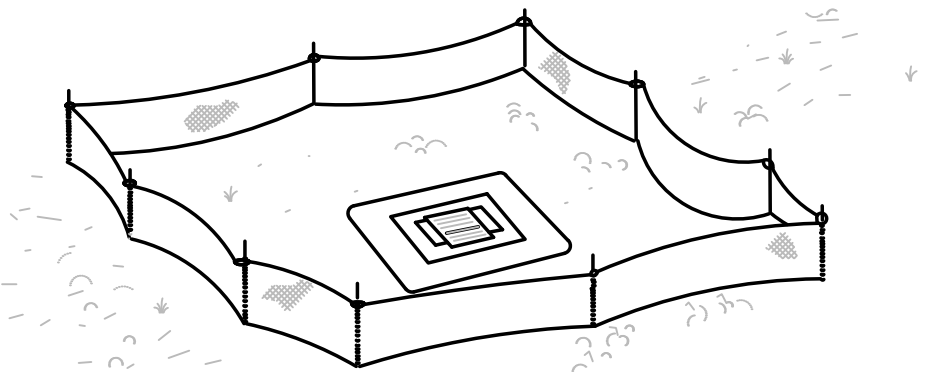
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
N.T.S.

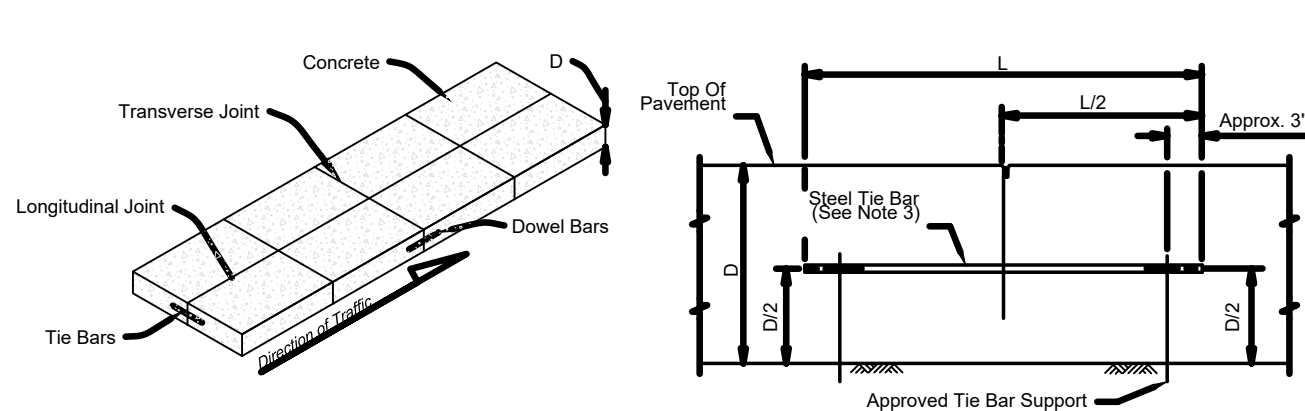


TYPE III SILT FENCE
N.T.S.



NOTE: DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UNPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

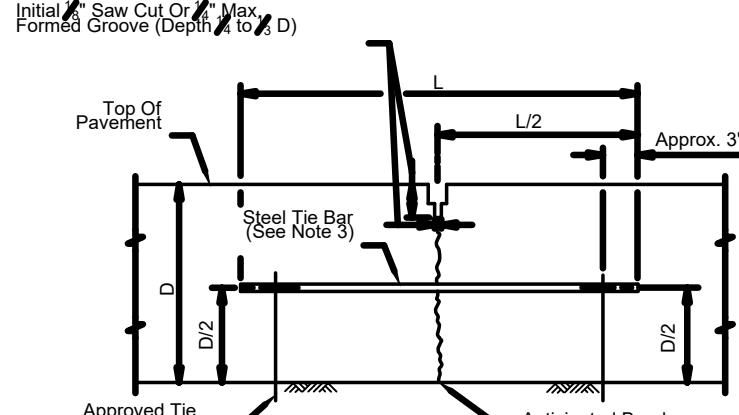
SILT FENCE APPLICATIONS
N.T.S.



NOTES:

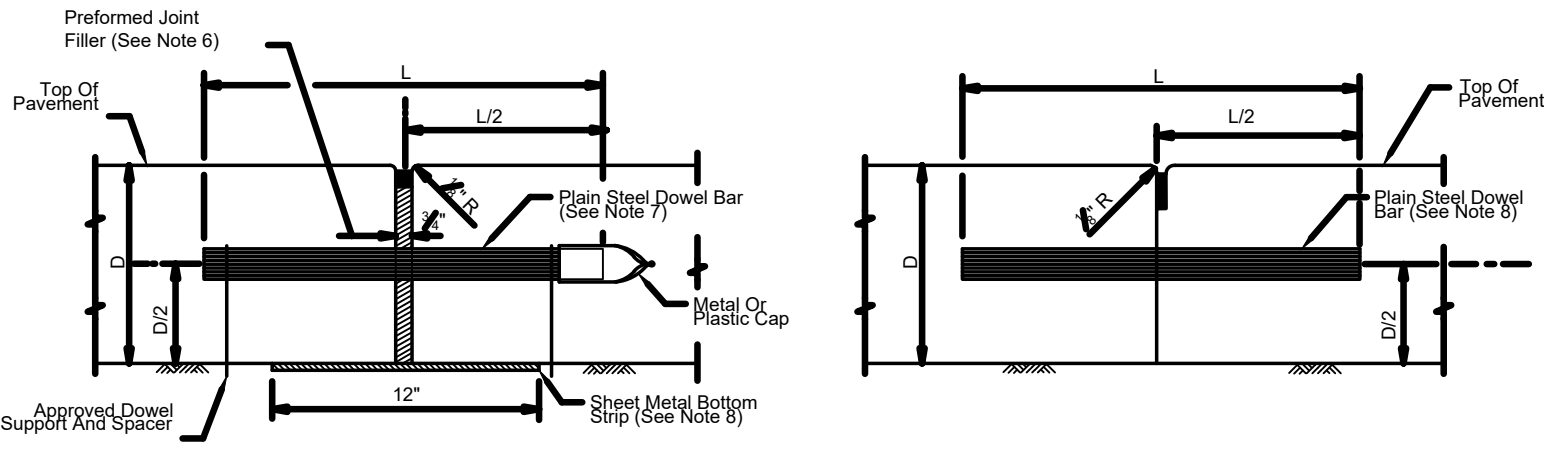
- For joint seal dimensions see Sheet 2.
- For slabs poured simultaneously, tie bars may be inserted in the plastic concrete by means approved by the Engineer.
- For Longitudinal Joints:
 - Tie bars are deformed #4 reinforcing steel bars meeting the requirements of Specification 931.
 - Provide a standard load transfer tied joint with #4 bars 25" in length at 24" spacing or #5 bars 30" in length at 38" spacing.
- Transverse joints are to be spaced at a maximum of 15'. Dowels are required at all transverse joints unless otherwise noted in the plans.
- Expansion joints to be placed at street intersections and other locations as indicated in the Plans. For bridge expansion joints, see index 370-001.
- Punch clean holes in preformed joint filler greater than bar diameter.
- Coat and lubricate plain steel dowel bars in accordance with Specification 350.
- Sheet metal bottom strips in accordance with Specification 931. Not required with asphalt base.

BUTT CONSTRUCTION JOINT



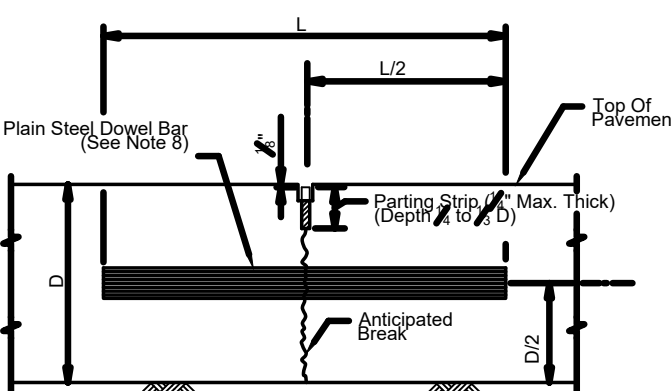
LANE-TIE JOINT (See Note 2)

LONGITUDINAL JOINTS

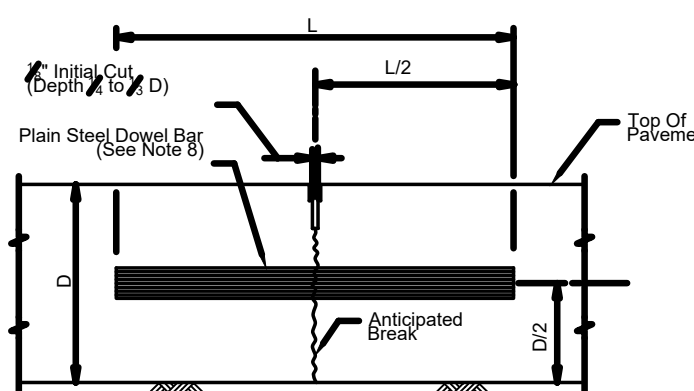


EXPANSION JOINT (See Note 6)

BUTT CONSTRUCTION JOINT (Used At Discontinuance Of Work)

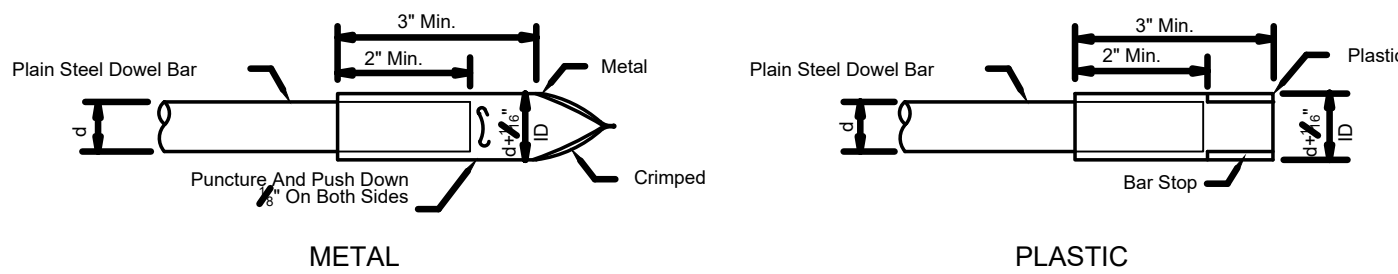


CONTRACTION JOINT (Vibro Case Method)

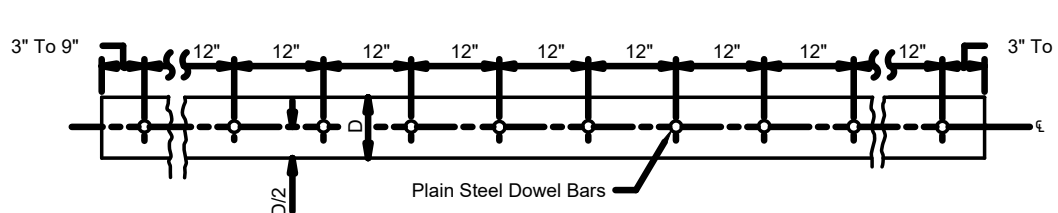


CONTRACTION JOINT (Sawed Method)

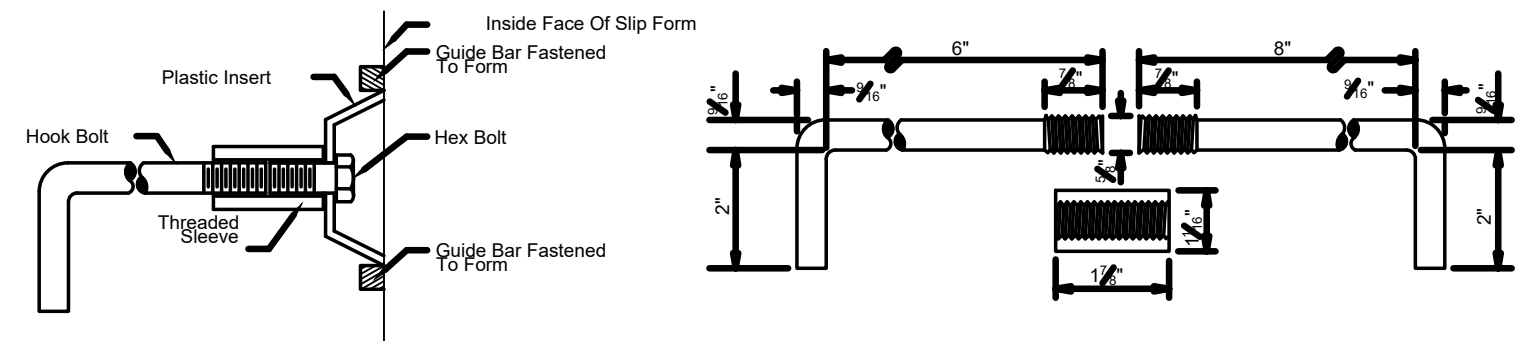
DOWELS (LENGTH 18")	
Pavement Thickness "D"	Diameter
6"-6 1/2"	1"
7"-7 1/2"	1 1/4"
8"-10"	1 1/2"
>11"	2"



DOWEL BARS CAPS



DOWEL BAR LAYOUT

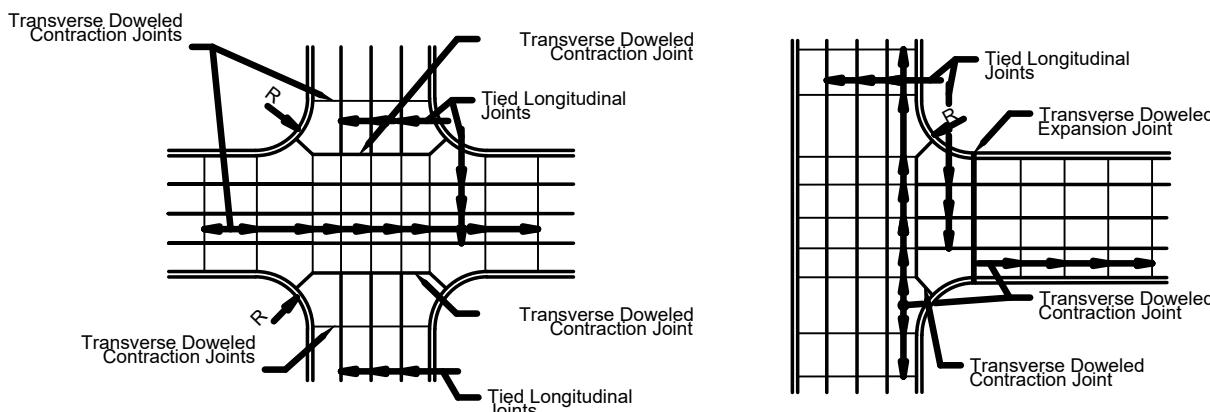


Note: After the concrete has set to the extent that the Keyway will retain its shape, the hex bolt and plastic insert shall be removed. The remaining portion of the hook bolt assembly shall be installed immediately prior to placing of concrete in the adjacent lane.

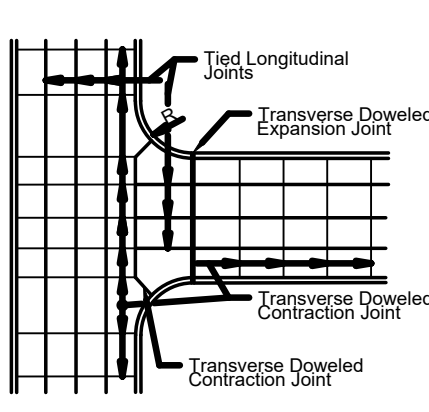
Anchor bolts shall be Grade C in accordance with ASTM A 307. Threaded sleeves shall develop the full strength of the bolt and meet the material and thread requirements of ASTM A 563.

ALTERNATE KEYWAY AND HOOK BOLT

STEEL HOOK BOLT ASSEMBLY



JOINT LAYOUT AT THRU INTERSECTIONS



JOINT LAYOUT AT T INTERSECTIONS

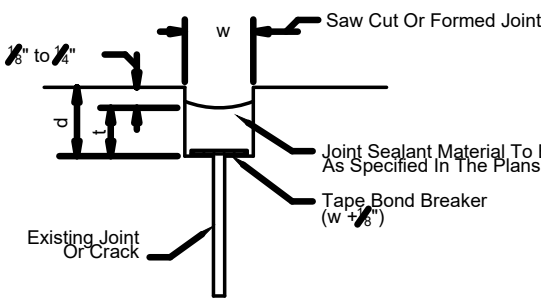
JOINT ARRANGEMENT

NOTES

- Longitudinal joints will not be required for single lane pavement 14' or less in width. For entrance and exit ramp joint details, see Sheet 4.
- Arrangement of longitudinal joints are to be as directed by the Engineer.
- All manholes, meter boxes and other projections into the pavement shall be boxed-in with preformed expansion joint material.

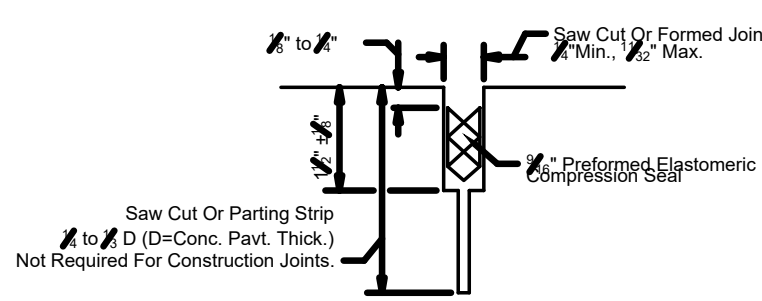
Note: Proprietary contraction and expansion assemblies may be used. Products shall be introduced to the State Construction Office in accordance with section (C) of the Product Evaluation Procedure.

EXPANSION ASSEMBLY

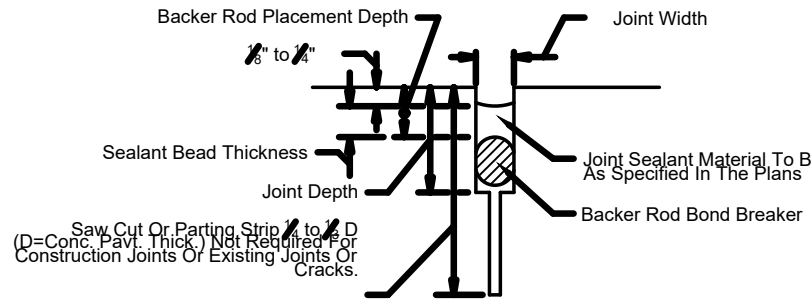


Note: Dimension w will be shown in the plans or established by the Engineer based on field conditions. Dimension d will be constructed so that the shape factor w/d has a maximum value of 2.0 and a minimum value of 1.0.

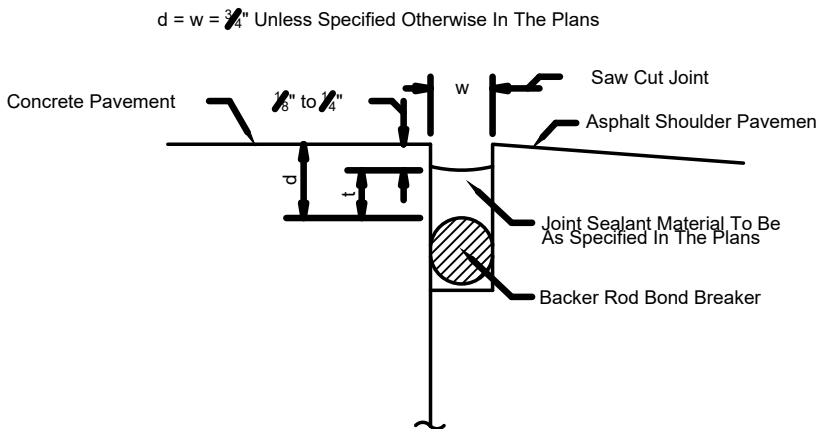
FOR REHABILITATION PROJECTS
TAPE BOND BREAKER



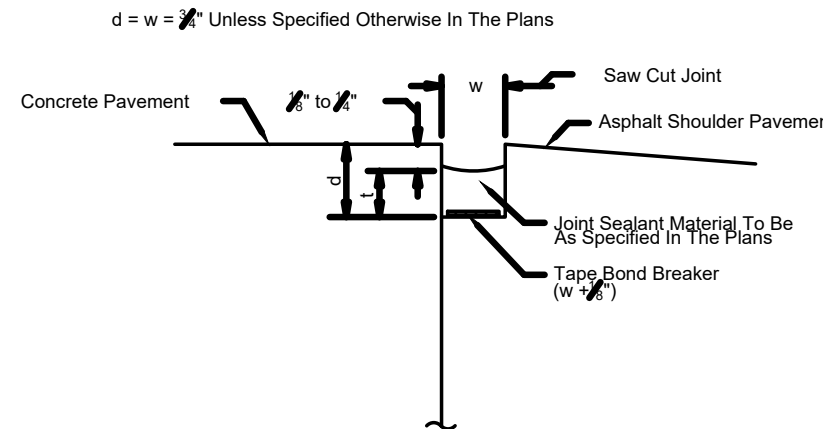
FOR NEW PROJECTS
PREFORMED ELASTOMERIC COMPRESSION SEAL



FOR NEW AND REHABILITATION PROJECTS
BACKER ROD BOND BREAKER



BACKER ROD BOND BREAKER



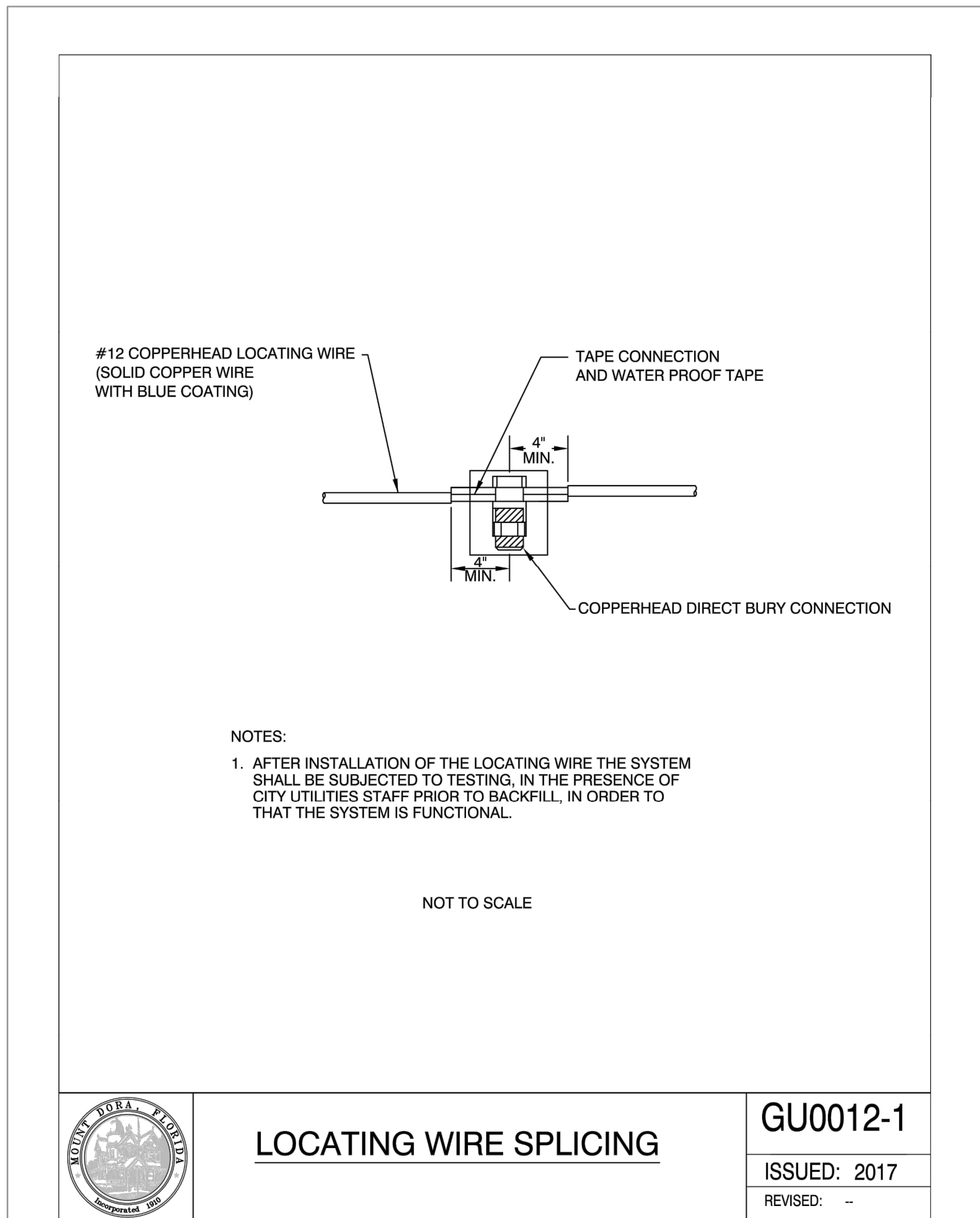
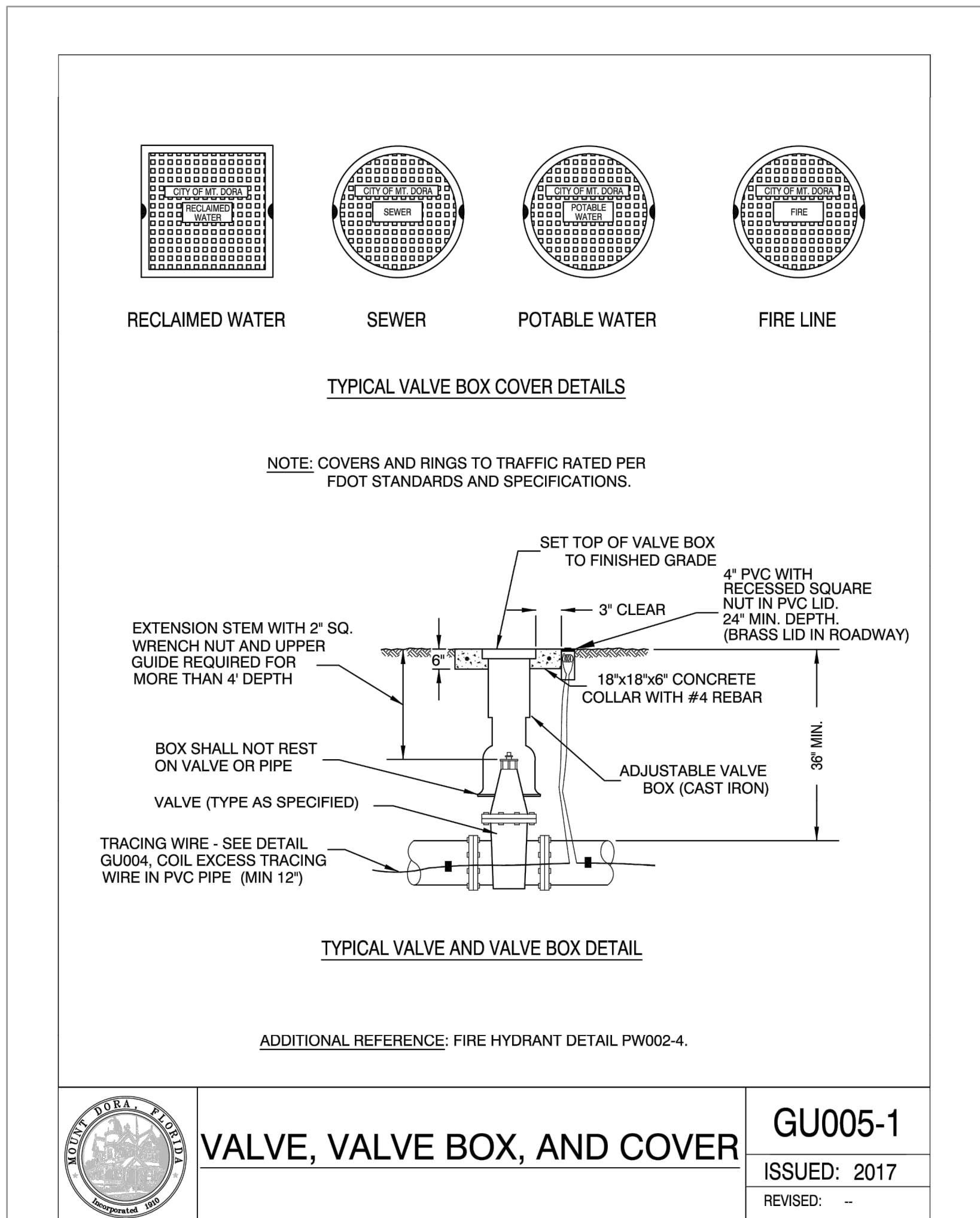
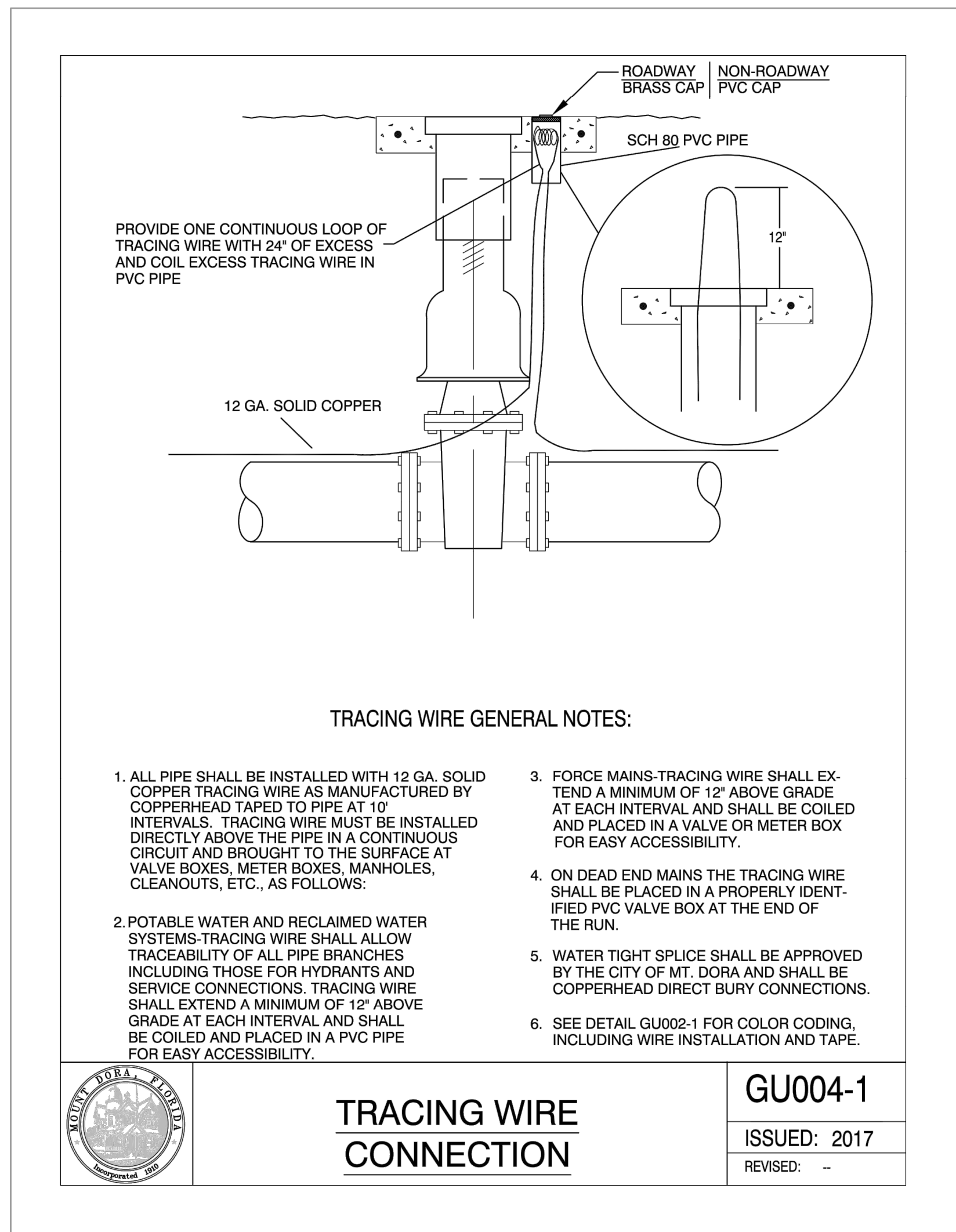
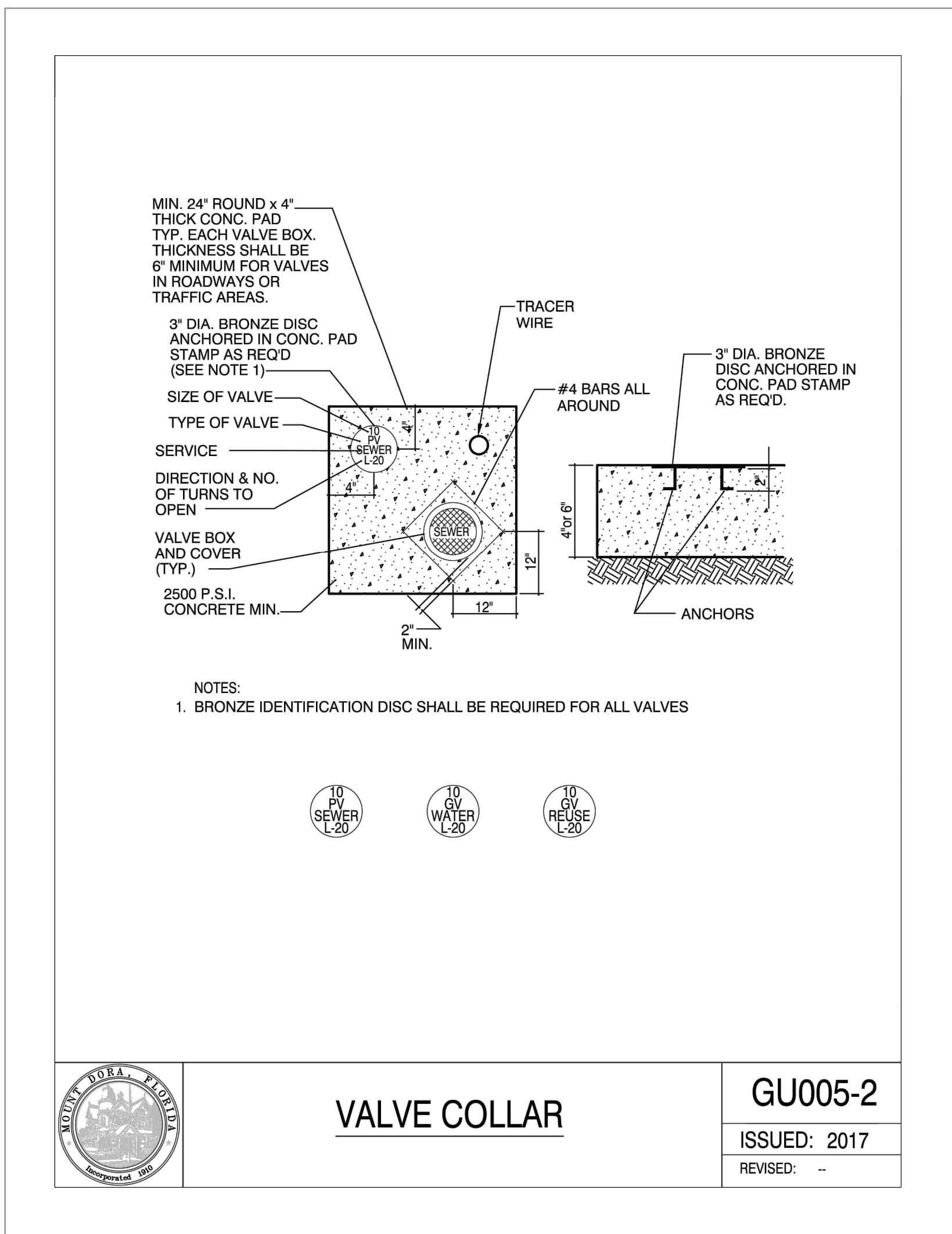
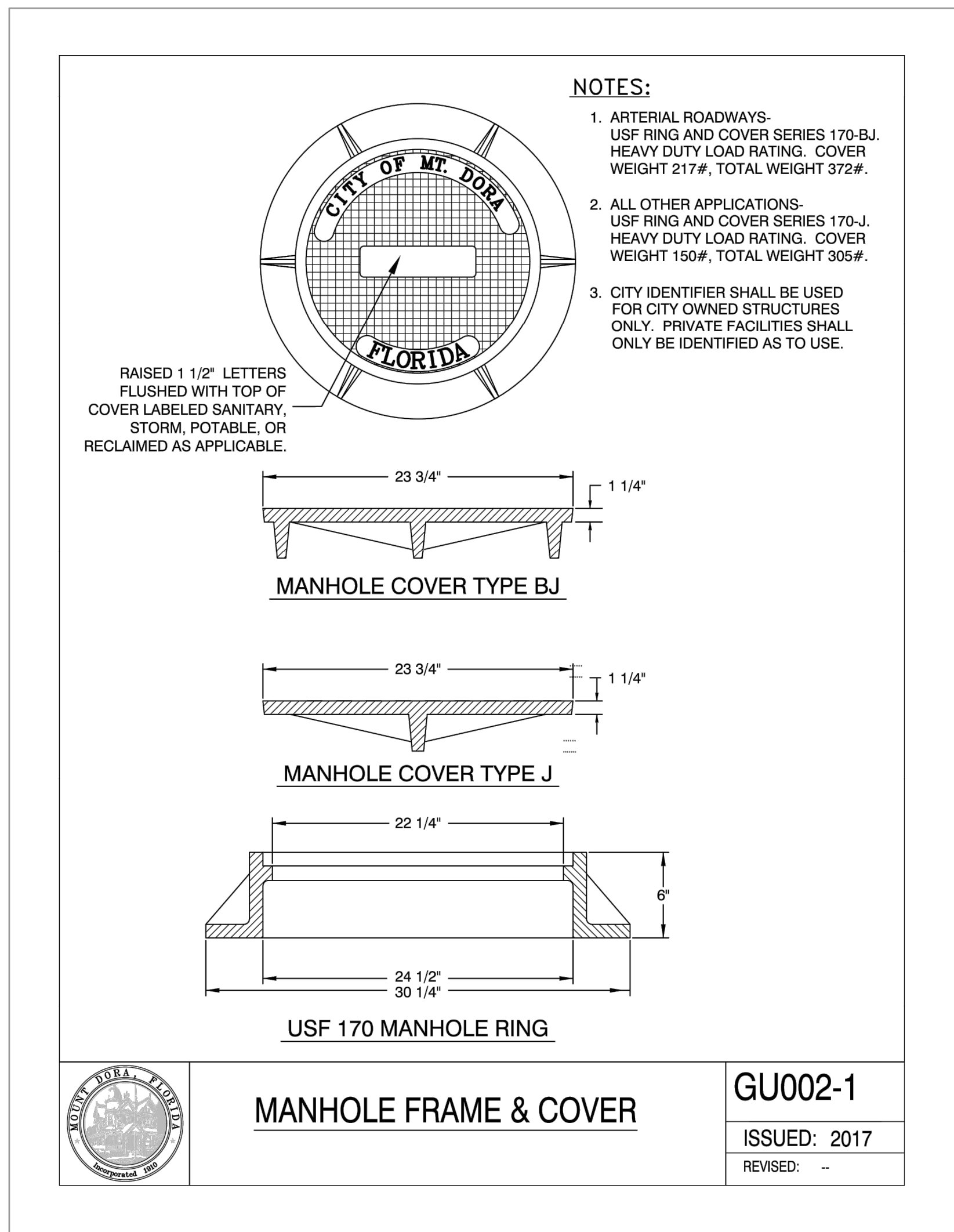
TAPE BOND BREAKER

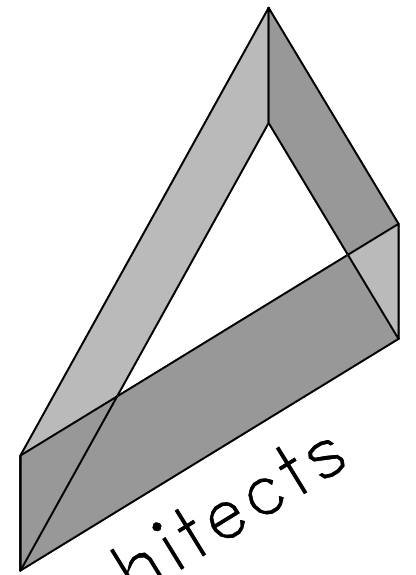
FOR NEW AND REHABILITATION PROJECTS:
EITHER TAPE OR BACKER ROD BOND BREAKER REQUIRED;
SHOULDER MUST BE REPAIRED IF PROPER JOINT SHAPE
CAN NOT BE ATTAINED

CONCRETE-ASPHALT SHOULDER JOINTS

JOINT SEAL DIMENSIONS

BACKER ROD BOND BREAKER (CONCRETE-CONCRETE JOINTS)				
JOINT DIMENSIONS (INCHES)				
JOINT WIDTH	SEALANT BEAD THICKNESS	BACKER ROD DIA.	MINIMUM JOINT DEPTH	BACKER ROD PLACEMENT DEPTH
1/2"	1/2"	1/2"	1"	1"
3/4"	3/4"	3/4"	1 1/4"	1 1/4"
1"	1"	1"	1 1/2"	1 1/2"
1 1/4"	1 1/4"	1 1/4"	2"	2"
1 1/2"	1 1/2"	1 1/2"	2 1/4"	2 1/4"
1 3/4"	1 3/4"	1 3/4"	2 1/2"	2 1/2"
2"	2"	2"	2 3/4"	2 3/4"
2 1/4"	2 1/4"	2 1/4"	3"	3"
2 1/2"	2 1/2"	2 1/2"	3 1/4"	3 1/4"
2 3/4"	2 3/4"	2 3/4"	3 1/2"	3 1/2"
3"	3"	3"	3 3/4"	3 3/4"
3 1/4"	3 1/4"	3 1/4"	4"	4"
3 1/2"	3 1/2"	3 1/2"	4 1/4"	4 1/4"
3 3/4"	3 3/4"	3 3/4"	4 1/2"	4 1/2"
4"	4"	4"	4 3/4"	4 3/4"
4 1/4"	4 1/4"	4 1/4"	5"	5"
4 1/2"	4 1/2"	4 1/2"	5 1/4"	5 1/4"
4 3/4"	4 3/4"	4 3/4"	5 1/2"	5 1/2"
5"	5"	5"	5 3/4"	5 3/4"
5 1/4"	5 1/4"	5 1/4"	6"	6"
5 1/2"	5 1/2"	5 1/2"	6 1/4"	6 1/4"
5 3/4"	5 3/4"	5 3/4"	6 1/2"	6 1/2"
6"	6"	6"	6 3/4"	6 3/4"
6 1/4"	6 1/4"	6 1/4"	7"	7"
6 1/2"	6 1/2"	6 1/2"	7 1/4"	7 1/4"
6 3/4"	6 3/4"	6 3/4"	7 1/2"	7 1/2"
7"	7"	7"	7 3/4"	7 3/4"
7 1/4"	7 1/4"	7 1/4"	8"	8"
7 1/2"	7 1/2"	7 1/2"	8 1/4"	8 1/4"
7 3/4"	7 3/4"	7 3/4"	8 1/2"	8 1/2"
8"	8"	8"	8 3/4"	8 3/4"
8 1/4"	8 1/4"	8 1/4"	9"	9"
8 1/2"	8 1/2"	8 1/2"	9 1/4"	9 1/4"
8 3/4"	8 3/4"	8 3/4"	9 1/2"	9 1/2"
9"	9"	9"	9 3/4"	9 3/4"
9 1/4"	9 1/4"	9 1/4"	10"	10"
9 1/2"	9 1/2"	9 1/2"	10 1/4"	10 1/4"
9 3/4"	9 3/4"	9 3/4"	10 1/2"	10 1/2"
10"	10"	10"	10 3/4"	10 3/4"
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10 1/2"	10 1/2"	10 1/2"	11 1/4"	11 1/4"
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**Architects
Design
Group**

Architects and Planners

I.S.K. Reeves V, F.A.I.A.
Ian A. Reeves, A.I.A.
Susan Garitt, A.I.A., LEED-AP

333 N. Knowles Ave.
Winter Park, Florida 32789
P: (407) 647-1706

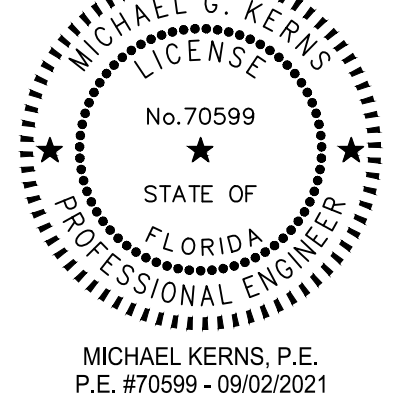
Corporate Registration
Number: AR94944

In Association With:



Wharton-Smith, Inc.
CONSTRUCTION GROUP

750 Monroe Road
Sanford, FL 32771
P: (407) 321-8410



MICHAEL G. KERNS
No. 70599
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MICHAEL KERNS, P.E.
P.E. #70599 - 09/02/2021

**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

**SITE PLAN
SUBMITTAL**

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• revisions/addenda		
Number	Description	Date Issued
• sheet title		

**UTILITY
DETAILS**

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• drawn: MZ
• checked: MK
• approved: MK
• date: 09/02/2021

• project no.
2020.0156.02

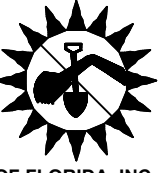
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AVCON

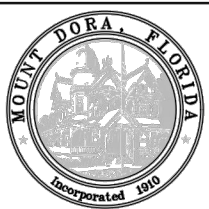
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DeLand, FL 32720
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3. THE PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO ANY WORK ON EXISTING CITY OF MOUNT DORA UTILITIES. THE CONTRACTOR MUST CONTACT, JOSH KRAMM, UTILITY LINE MANAGER AT HIS OFFICE (352) 735-7151 OR CELL PHONE (352) 516-3691, DISTRIBUTION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 460-7922, RUSSELL HOPPER, COLLECTION & LIFT STATION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 973-2032.
2. NO GRADING, CUTTING, OR FILLING SHALL COMMENCE UNTIL SUCH TIME AS APPROPRIATE EROSION AND SEDIMENTATION CONTROL DEVICES HAVE BEEN INSTALLED BETWEEN THE DISTURBED AREA AND WATER BODIES, WATERCOURSES OR WETLANDS.
3. CONSTRUCTION MUST BE PER THE DRC APPROVED SITE PLAN. DEVIATIONS IN ROADWAY, UTILITY OR DRAINAGE CONSTRUCTION WILL REQUIRE WRITTEN APPROVAL OF THE CITY ENGINEER OR THE DIRECTOR OF PUBLIC SERVICES. (NOTE: SIGNIFICANT CHANGES FROM THE DRC APPROVED PLAN MAY REQUIRE THE OWNER/DEVELOPER TO SUBMIT A REVISED SITE PLAN THROUGH THE DRC FOR REVIEW.)
4. CONTRACTOR SHALL PROVIDE AN EMERGENCY CONTACT NUMBER LIST FOR KEY SITE PERSONNEL.
5. ENGINEER OF RECORD REVIEWED SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ALL WATER/ SEWER/ RECLAIMED AND STORMWATER SYSTEMS TO BE DEDICATED TO THE CITY OF MOUNT DORA. TWO SETS ARE REQUIRED FOR REVIEW. ONE SET WILL BE RETURNED TO THE ENGINEER OF RECORD.
6. OFF SITE OR ROADWAY RIGHT OF WAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONDITIONS OF THE APPROVED R/W PERMITS.) A COPY OF THE APPROVED R/W PERMIT MUST BE KEPT ON-SITE AND READILY AVAILABLE DURING ALL CONSTRUCTION ACTIVITIES WITHIN THE R/W.
7. THE PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO UTILITY TESTING. THE CONTRACTOR MUST CONTACT JOSH KRAMM, UTILITY LINE MANAGER, AT HIS OFFICE (352) 735-7151 OR CELL (352) 516-3691, DISTRIBUTION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 460-7922, RUSSELL HOPPER, COLLECTION & LIFT STATION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 973-2032. HYDROSTATIC TESTING SHALL BE PER THE APPLICABLE PROVISIONS AS SET FORTH IN AWWA STANDARDS. (MINIMUM 150 PSI @ 2 HOURS - POTABLE/RECLAIMED AND MINIMUM 100 PSI @ 2 HOURS - FORCE MAINS).
8. GRAVITY SEWER PIPING TESTS SHALL BE IN ACCORDANCE WITH UNI-BELL PVC PIPE ASSOCIATION; "RECOMMENDED PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED SEWER PIPE". THE CONTRACTOR WILL BE REQUIRED TO PROVIDE VIDEO INSPECTION OF THE ENTIRE LINE DEMONSTRATING SATISFACTORY WORKMANSHIP AND SHOWING POSITIVE FLOW WITHIN THE SANITARY SYSTEM. ANY DEFECTS IN WORKMANSHIP, AREAS OF STANDING WATER OR "BELLIES" SHALL BE CAUSE FOR REJECTION. ONE DVD FORMAT COPY OF THE VIDEO INSPECTION MUST BE PROVIDED TO THE PUBLIC SERVICES DEPARTMENT.
9. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE INSPECTION OF ALL STORM SYSTEM PIPES DEMONSTRATING SATISFACTORY WORKMANSHIP AND SHOWING POSITIVE FLOW WITHIN THE DRAINAGE SYSTEM. ANY DEFECTS IN WORKMANSHIP, AREAS OF STANDING WATER OR "BELLIES" SHALL BE CAUSE FOR REJECTION. ONE DVD FORMAT COPY OF THE VIDEO INSPECTION MUST BE PROVIDED TO THE PUBLIC SERVICES DEPARTMENT.
10. AFTER JUMPER CONNECTION IS REMOVED, WATER & RECLAIMED WATER SERVICES MUST BE LOCKED OUT AND KEY SIGNED TO CITY.
11. FOLLOWING SATISFACTORY PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURE START. THE DISINFECTION SHALL BE ACCOMPANIED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS.



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12. COPIES OF SATISFACTORY BACTERIOLOGICAL TESTING AND THE FDP "LETTER OF RELEASE REQUEST" SIGNED BY THE CITY ENGINEER OF RECORD MUST BE SUBMITTED TO THE CITY ENGINEER FOR PROCESSING. NO POTABLE WATER LINE SHALL BE PLACED INTO SERVICE WITHOUT RECEIPT OF FDP AUTHORIZATION.
13. FDP CLEARANCE REQUEST MUST BE SUBMITTED THROUGH THE PUBLIC WORKS AND UTILITY DEPARTMENT.
14. EARTHWORK, PAVEMENT AND CONCRETE CONSTRUCTION NOT SPECIFICALLY ADDRESSED BY THE CITY LDC, SHALL BE THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WHICHEVER IS MORE STRINGENT.
15. COPIES OF ALL MATERIALS AND COMPACTION TESTING PER THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MUST BE PROVIDED PRIOR TO CLOSEOUT.
16. THE PUBLIC SERVICES DEPARTMENT REQUIRES A PRE-CLOSEOUT FIELD REVIEW WITH THE CONTRACTOR /SITE DEVELOPER. THE CONTRACTOR MUST CONTACT PUBLIC SERVICES-ENGINEERING AT (352) 735-7151, TO COORDINATE. ALL ISSUES IDENTIFIED AT THE FIELD REVIEW MUST BE ADDRESSED PRIOR TO PUBLIC SERVICES FINAL CLOSE OUT APPROVAL.
17. LIFT STATION START UP WILL REQUIRE A MINIMUM OF 48 HOURS PRIOR NOTIFICATION TO THE CITY. THE CONTRACTOR MUST CONTACT JOSH KRAMM, UTILITY LINE MANAGER, AT (352) 735-7151 OR (352) 551-9263 OR RUSSELL HOPPER, COLLECTION & LIFT STATION SUPERVISOR - OFFICE (352) 735-7151 OR CELL PHONE (352) 973-2032 TO COORDINATE THE START UP INSPECTION.
18. ALL MANUALS FOR LIFT STATION CONTROL PANELS, GENERATORS, AND PUMPS WILL BE REQUIRED PRIOR TO START UP. THESE MANUALS WILL BE SUBJECT TO CITY REVIEW / APPROVAL TO INCLUDE O&M MANUALS. NO LIFT STATION WILL BE ACCEPTED UNTIL SATISFACTORY DOCUMENTATION HAS BEEN PROVIDED. ANY LIFT STATION PUMP, SIZE LARGER THAN 20 HP, SHALL BE PROVIDED WITH A REBUILD KIT CONSISTING OF BEARINGS SEALS, O-RINGS AND WEAR RINGS. ALSO, A TOOL KIT WITH BOX IS REQUIRED.
19. DEDICATION OF IMPROVEMENTS TO THE PUBLIC SHALL BE IN ACCORDANCE WITH THE CITY OF MOUNT DORA LDC 4.3.4(4)(A) - BONDS, 5.3.5(1) - BONDS, AND 7.2.4 - BONDS AND WARRANTIES. THE CITY'S LAND DEVELOPMENT CODE IS AVAILABLE ONLINE AT WWW.MUNICODE.COM FOR YOUR REFERENCE.
20. AS-BUILT DRAWINGS - PER LDC 7.13.6: OWNER / DEVELOPER SHALL PROVIDE FOUR HARD COPIES AND ONE ELECTRONIC OF THE APPROVED FINAL ENGINEERING PLANS CONFORMED TO SHOW ALL AS-BUILT CONDITIONS. AS-BUILTS MUST SHOW ACCURATE MEASUREMENTS OF WATER AND SEWER LINES AND STRUCTURES FROM FIXED KNOWN LOCATIONS WITHIN THE DEVELOPMENT. CERTIFICATION OF THE PROJECT ENGINEER ATTESTING TO THE ACCURACY OF THE DRAWINGS IF REQUIRED, CITY ACCEPTANCE OF IMPROVEMENTS AND / OR ISSUANCE OF OCCUPANCY WILL BE WITHHELD UNTIL SATISFACTORY AS-BUILTS ARE PROVIDED.



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REVISÉ: —

1. THE CITY'S PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. DE-WATERING SHALL BE PROVIDED TO KEEP GROUND WATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPOSED WATER MAIN.
3. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACK FILLED WITH MATERIAL ACCEPTABLE TO THE CITY, WITH A MINIMUM COMPACTION OF 98% (AASHTO T-180) IN PAVED AREAS AND 95% (AASHTO T-180) IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 2 FEET VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE FOR ALL PIPES. PIPE IDENTIFICATION TAPE SHALL BE PROVIDED ON ALL PIPES.
7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE MINIMUM 1-1/2" BLACK OR BLUE POLYETHYLENE TUBING. POLYBUTYLENE SHALL NOT BE USED.
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED BY 2"x4" LUMBER (PRESSURE TREATED). ALL SERVICE SHALL EXTEND 6 INCHES ABOVE GRADE, SECURED TO THE BASE OF THE LUMBER. ALL SERVICES MUST BE ADJUSTED TO FINAL METER BOX LOCATION BY OWNER PRIOR TO INITIAL METER INSTALLATION.
9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET FOR RESIDENTIAL SERVICE (500' FOR COMMERCIAL, MULTIFAMILY AND INDUSTRIAL). AT ALL WATER TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL BRANCHES.
10. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - A. BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" DIAMETER.
 - B. STANDARD GATE VALVES 2" AND LARGER DIAMETER, RESILIENT WEDGE GATE VALVES (AWWA C-509)
 - C. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR SIZE ON SIZE STAINLESS STEEL.
11. ALL POTABLE WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE RECLAIMED WATER LINES OR AS APPROVED BY THE CITY.
13. ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE, AND HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PIPE OR ENCASEMENT MAY BE USED AS APPROVED BY THE CITY AND FDEP.
14. ALL WATER MAINS TO BE CLEARED FOR SERVICE SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED, AND BACTERIOLOGICALLY CLEANSERD FOR SERVICE, IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
15. WATER MAINS SHALL BE PVC AWWA CLASS C-900, MINIMUM CL-150 (DR-18) DUCTILE IRON PIPE PRESSURE RATING, STANDARD CEMENT LINED, UNLESS OTHERWISE APPROVED BY THE CITY.
16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE CITY PUBLIC WORKS AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
17. WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE (WATER) FLOW CODE AND NFPA 291.
18. ALL WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH UPSIDE-DOWN "W" OR BY METAL TABS SET INTO PAVEMENT. VALVES FOR WATER SHALL BE MARKED BY A "V" OR METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED WITH A "B".
19. BLUE REFLECTORS SHALL BE SECURELY AFFIXED TO ROADWAY (CENTER LINE OF ROAD) ADJACENT TO HYDRANT LOCATION.
20. WATER SERVICES SHOULD BE DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES, ALTERNATING WITH RECLAIMED WATER SERVICE LOCATIONS. IN INSTANCES WHERE WATER SERVICES NEED TO BE OFFSET, 1" SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 5.0 FEET.
21. OUT-OF-SERVICE FIRE HYDRANTS MUST BE CLEARLY MARKED (RED RING ON NOZZLE, LABELED DISK ON NOZZLE) FACING ROADWAY, ALL LABELS AND DISK PROVIDED BY THE CITY OR BLACK BAGGED - NOTIFY THE FIRE DEPT. THAT THE HYDRANT IS OUT OF SERVICE.
22. PRIOR TO TAKING ANY WATER LINES OUT OF SERVICE, THE CONTRACTOR SHALL NOTIFY THE CITY AND AFFECTED CUSTOMERS, IN WRITING, 48-HOURS PRIOR TO SHUTDOWN WITH CITY APPROVAL.
23. WATER SYSTEMS WILL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. PRIVATE WATER SYSTEMS SUPPLYING FIRE HYDRANTS OR FIRE SPRINKLER SYSTEMS SHALL BE TESTED AT 200 PSI FOR 2 HOURS IN ACCORDANCE WITH NFPA 13. NOTIFY FIRE AND BUILDING DEPARTMENTS PRIOR TO TESTING.
24. MEGALUGS, SPLIT-RESTRAINED BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS, MINIMUM DEPTH OF BURY ON ALL PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
25. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CITY, IN THE PRESENCE OF THE CONTRACTOR, PRIOR TO FINAL ACCEPTANCE OF ANY NEW WATER SYSTEM.
26. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE MAIN NOZZLE SHOULD ALWAYS FACE THE STREET AND BE 18" - 22" ABOVE FINAL GRADE.
27. HYDRANT LOCATION AND SPACING SHALL BE AS PER ARTICLE 7.13.2 OF THE LAND DEVELOPMENT CODE.

GENERAL. THIS SECTION SETS FORTH THE GENERAL REQUIREMENTS FOR DESIGN AND INSTALLATION OF WATER DISTRIBUTION SYSTEMS FOR POTABLE WATER SERVICE.

DESIGN STANDARDS.

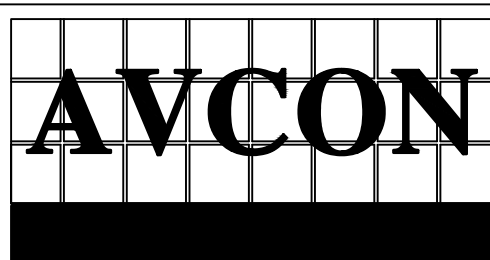
1. REFERENCE: NORMAL FLOW DEMANDS FOR DESIGN SHALL BE CALCULATED ON THE BASIS OF FULL ULTIMATE DEVELOPMENT AS KNOWN, OR PROJECTED. THE AVERAGE DAILY FLOW FOR DOMESTIC USE SHALL BE CALCULATED AT THE MINIMUM RATE OF 135 GALLONS PER DAY PER CAPITA, WITH 3.5 PERSONS PER SINGLE-FAMILY RESIDENCE, AND 2.5 PERSONS PER MULTIFAMILY OR MOBILE HOME DWELLING UNIT. MAXIMUM DAY INSTANTANEOUS DEMAND TO BE USED FOR DESIGN SHALL BE 1.0 GALLON PER MINUTE (GPM) PER SINGLE-FAMILY RESIDENCE AND 0.7 GPM PER DWELLING UNIT FOR EACH MULTIFAMILY OR MOBILE HOME UNIT. FLOW DEMANDS FOR COMMERCIAL, INDUSTRIAL OR OTHER SPECIAL DEVELOPMENTS SHALL BE ESTABLISHED FROM EXISTING RECORDS OR BY ESTIMATED PROJECTIONS, USING THE BEST AVAILABLE DATA.

2. WATER DISTRIBUTION SYSTEMS AND/OR WATER MAIN EXTENSIONS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FIRE PROTECTION REQUIREMENTS OF THE INSURANCE SERVICES OFFICE (NATIONAL BOARD OF FIRE UNDERWRITERS), AS STATED IN THEIR PUBLICATION "GUIDE FOR THE DETERMINATION OF REQUIRED FIRE FLOWS," IF NOT IN CONFLICT WITH THE FOLLOWING:

- A. FIRE FLOWS IN SINGLE-FAMILY RESIDENTIAL AREAS SHALL PROVIDE A MINIMUM OF 600 GPM AT A 20 PSI RESIDUAL PRESSURE.
- B. FIRE FLOWS IN COMMERCIAL, INSTITUTIONAL, INDUSTRIAL AREAS AND APARTMENT OR MULTIUNIT COMPLEXES, SHALL PROVIDE A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER COMMERCIAL/INDUSTRIAL, MAJOR SHOPPING CENTERS, SCHOOLS, AND SIMILAR USES SHALL HAVE A FIRE FLOW CAPACITY AS DETERMINED NECESSARY BY THE FIRE DEPARTMENT.
- C. FIRE HYDRANTS: DISTANCE FROM OR SPACING OF FIRE HYDRANTS SHALL BE A MINIMUM OF 600 FEET FROM THE FURTHERMOST POINT OF ANY RESIDENTIAL STRUCTURE AND 300 FEET FROM THE FURTHERMOST POINT OF ANY COMMERCIAL STRUCTURE, AS THE FIRE DEPARTMENT WOULD LAY HOSE OR AS OTHERWISE SPECIFIED BY THE FIRE DEPARTMENT TO MEET DETERMINED WATER FLOW REQUIREMENTS FOR FIRE PROTECTION AND/OR INCREASE FIRE PROTECTION EFFECTIVENESS. FIRE HYDRANTS SHALL BE CONNECTED TO WATER MAINS OF EIGHT-INCH MAINS IN ALL AREAS. CONNECTION TO DEAD END STUBS ARE ACCEPTABLE, PROVIDED THAT SAID STUBBED WATER MAIN IS NOT LESS THAN EIGHT INCHES AND WILL PROVIDE ACCEPTABLE FLOW.
- D. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FOR WATER DISTRIBUTION SYSTEMS SHALL PROVIDE FOR AT LEAST 100 PERCENT OF THE COMBINED MAXIMUM DAY-DEMAND RATE AND REQUIRED FIRE FLOW FOR SAID RATE, WITH SPECIAL PROVISIONS FOR PEAK FLOWS IN EXCESS THEREOF. THE ALLOWABLE MINIMUM SERVICE PRESSURE UNDER SAID DESIGN CONDITION SHALL NOT BE LESS THAN 20 POUNDS PER SQUARE INCH. DESIGN COMPUTATION SHALL BE BY THE "HARDY CROSS" PROCEDURE, OR OTHER APPLICABLE METHODS, AS DICTATED BY THE SYSTEM CONFIGURATION. DESIGN FLOWS AND METHOD OF COMPUTATION SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE CITY.
- E. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS, OR OTHER LOCATIONS, AS REQUIRED TO PROVIDE AN OPERABLE, EASILY MAINTAINED, AND REPAIRED WATER DISTRIBUTION SYSTEM. VALVES ARE TO BE PLACED SO THAT THE MAXIMUM ALLOWABLE LENGTH OF WATER MAIN REQUIRED TO BE SHUT DOWN FOR REPAIR WORK SHALL BE 500 FEET IN COMMERCIAL, INDUSTRIAL OR HIGH-DENSITY RESIDENTIAL DISTRICTS, OR 1,000 FEET IN OTHER AREAS.

- GENERAL: THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH UNDER SECTION 7.3, "UTILITY EXCAVATION, TRENCHING AND BACKFILLING," SECTION 7.4, "BORING AND JACKING," AND SECTION 7.5, "PIPE, FITTINGS, VALVES AND APPURTENANCES," AS WELL AS "STANDARD DETAILS—WATER DISTRIBUTION SYSTEMS."
2. FIRE HYDRANTS: HYDRANTS SHALL COMPLY WITH AWWA STANDARD C502, "FIRE HYDRANTS FOR ORDINARY WATER WORKS SERVICE," AND SHALL BE EQUIPPED WITH A MINIMUM OF ONE PUMPER OUTLET NOZZLE 4½ INCHES IN DIAMETER AND TWO HOSE NOZZLES 2½ INCHES IN DIAMETER. THREADS, NOZZLE CAPS, OPERATING NUTS AND COLOR SHALL CONFORM TO CITY STANDARDS. UNITS SHALL BE TRAFFIC TYPE WITH BREAKABLE SAFETY CLIPS OR FLANGE, AND STEM WITH SAFETY COUPLING LOCATED BELOW BARREL BREAK LINE TO PRECLUDE VALVE OPENING. HYDRANTS SHALL BE DRY TOP TYPE. OUTLET NOZZLES SHALL BE ON THE SAME PLANE, WITH MINIMUM DISTANCE OF 18 INCHES FROM CENTER OF NOZZLES TO GROUND LINE. VALVE SHALL BE COMPRESSION TYPE WITH 5¼ INCHES MINIMUM OPENING UNLESS OTHERWISE REQUESTED AND SHOW INLET CONNECTION TO BE SIX INCHES MINIMUM.
- A. HYDRANTS SHALL BE INSTALLED PLUMB AND IN TRUE ALIGNMENT WITH THE CONNECTION PIPES TO THE WATER MAIN. THEY SHALL BE SECURELY BRACED AGAINST THE END OF THE TRENCH (UNDISTURBED SOIL) WITH CONCRETE THRUST BLOCKS. THE GRAVEL OR CRUSHED STONE FOR THE DRAIN SUMP, FOLLOWED BY BACKFILLING, SHALL BE CAREFULLY PLACED AND COMPACTED. INSTALLED HYDRANTS SHALL BE PAINTED RED FOR THE FINAL COAT.
- B. HYDRANT PLACEMENT IS TO BE A MINIMUM OF SIX FEET AND A MAXIMUM OF NINE FEET FROM THE CURB OR PAVED ROAD SURFACE UNLESS OTHERWISE APPROVED. THE CENTER OF THE STEAMER PORT SHALL BE 18 INCHES MINIMUM AND 24 INCHES MAXIMUM ABOVE FINAL GRADE. STEAMER PORT SHALL BE CORRECTLY POSITIONED FOR THE PROPER CONNECTION, WITH THE APPROVAL OF THE CITY (WATER AND FIRE DEPARTMENT).
3. JOINT RESTRAINING: PRESSURE PIPING FITTINGS AND OTHER ITEMS REQUIRING RESTRAINT, SHALL BE BRACED WITH 2,500 PSI CONCRETE THRUST BLOCKS OR OTHER RESTRAINING ASSEMBLIES. SAID RESTRAINING DEVICES SHALL BE DESIGNED FOR THE MAXIMUM PRESSURE CONDITION (TESTING) AND THE SAFE BEARING LOADS FOR HORIZONTAL THRUST, IF THRUST BLOCKING IS USED.
4. PIPE DEPTH AND PROTECTION: THE STANDARD MINIMUM COVER FOR WATER DISTRIBUTION SYSTEMS SHALL BE THREE FEET FROM THE TOP OF THE FINISH GRADE. HOWEVER, SHOULD THIS DESIGN NOT BE FEASIBLE, PROTECTIVE CONCRETE SLABS SHALL BE PROVIDED OVER THE PIPE WITHIN THE LIMITS OF THE LESSER COVER. WHERE WATERWAYS, CANALS, DITCHES OR OTHER CUTS ARE CROSSED, DUCTILE IRON PIPE SHALL BE INSTALLED ACROSS AND TO TEN FEET EACH SIDE OF THE BOTTOM. ADDITIONALLY, APPROVED UTILITY CROSSING SIGNS SHALL BE PLACED ON THE PIPE ALIGNMENT AT EACH SIDE OF THE CANAL, ETC.
5. CONNECTIONS AT STRUCTURE: WHERE PIPES ARE TO EXTEND INTO OR THROUGH STRUCTURES, FLEXIBLE JOINTS ARE TO BE PROVIDED AT THE WALL FACE.
6. SPECIAL EXTERIOR PROTECTION FOR CORROSION: EXTRA PROTECTION SHALL BE PROVIDED FOR UNDERGROUND CAST OR DUCTILE IRON PIPE AND FITTINGS WITHIN AREAS OF SEVERE CORROSIVE CONDITIONS. THIS SHALL BE ACCOMPLISHED BY THE INSTALLATION OF POLYETHYLENE ENCASEMENT, THROUGH THE AREA OF CONCERN. THE SOIL TEST EVALUATION TO DETERMINE THE NECESSITY FOR EXTRA PROTECTION IN SUSPECT AREAS SHALL BE AS SET FORTH IN ANSI STANDARD A21.5. ADDITIONALLY, WHERE OTHER EXISTING UTILITIES ARE KNOWN TO BE CATHODICALLY PROTECTED, CAST OR DUCTILE IRON PIPE CROSSING SAID UTILITY SHALL BE INSTALLED PARALLEL TO AND WITHIN TEN FEET OF, PROTECTION SHALL ALSO BE PROVIDED. STEEL PIPE SHALL NOT BE INSTALLED IN SEVERE CORROSION AREAS.
7. AIR VENTING AND BLOWOFFS: WHERE THE WATERMAIN PROFILE IS SUCH THAT AN AIR POCKET OR ENTRAPMENT COULD OCCUR, RESULTING IN FLOW BLOCKAGE, METHODS FOR AIR RELEASE SHALL BE PROVIDED. AIR VENTING CAPABILITIES SHALL BE PROVIDED FOR DISTRIBUTION MAINS BY APPROPRIATELY PLACING FIRE HYDRANTS, BLOWOFFS, OR OTHER MANUAL DEVICES. AT CRITICAL POINTS ON MAJOR MAINS, AUTOMATIC AIR RELEASE ASSEMBLIES SHALL BE INSTALLED. SPECIAL CARE SHALL BE TAKEN TO PRECLUDE ANY CROSS-CONNECTION POSSIBILITY IN THE DESIGN OF AUTOMATIC AIR RELEASE VALVE APPLICATION. ALL DEAD-END WATER MAINS, TEMPORARY OR PERMANENT, SHALL BE EQUIPPED WITH A MANUALLY OPERATED BLOWOFF AT THE TERMINAL.
8. SERVICE CONNECTIONS: CONNECTIONS TO WATER MAINS FOUR INCHES AND LARGER SHALL BE MADE BY DRILLING THE APPROPRIATE SIZE HOLE AND INSTALLATION OF SERVICE SADDLES, WITH SERVICES TO SMALLER SIZES ACCOMPLISHED BY IN-LINE FITTINGS. A FITTING WITH THE SERVICE LINE EXTENDED TO THE PROPERTY LINE OR EASEMENT LINE, PERPENDICULAR TO SAID LINE, AND TERMINATING WITH A PLUGGED CURB STOP AND METER BOX WITH STANDARD PLASTIC METER BOX WITH CAST IRON LID. CONCRETE BOXES SHALL BE USED IN HIGH TRAFFIC AREAS PENDING METER INSTALLATION. ON CURBED STREETS THE EXACT LOCATION FOR EACH INSTALLED SERVICE SHALL BE MARKED BY ETCHING OR CUTTING A "W" IN THE CONCRETE CURB AND PAINTED BLUE. WHERE NO CURB EXISTS OR IS PLANNED, LOCATIONS SHALL BE ADEQUATELY MARKED BY A ONE-HALF-INCH STEEL REBAR, THREE INCHES BELOW FINAL GRADE.

1. THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL WATER DISTRIBUTION SYSTEMS, AS SET FORTH IN THE FOLLOWING AND SHALL CONDUCT SAID TESTS IN THE PRESENCE OF REPRESENTATIVES FROM THE CITY AND/OR OTHER AUTHORIZED AGENCIES, WITH 48 HOURS ADVANCE NOTICE PROVIDED, IN WRITING.
2. PIPING AND APPURTENANCES TO BE TESTED SHALL BE WITHIN SECTIONS BETWEEN VALVES, NOT EXCEEDING 2,000 FEET UNLESS ALTERNATE METHODS HAVE RECEIVED PRIOR APPROVAL FROM THE CITY. TESTING SHALL NOT PROCEED UNTIL CONCRETE THRUST BLOCKS ARE IN PLACE AND CURED, OR OTHER RESTRAINING DEVICES INSTALLED. ALL PIPING SHALL BE THOROUGHLY CLEANED AND FLUSHED PRIOR TO TESTING TO CLEAR THE LINES OF ALL FOREIGN MATTER. WHILE THE PIPING IS BEING FILLED WITH WATER, CARE SHALL BE EXERCISED TO PERMIT THE ESCAPE OF AIR FROM EXTREMITIES OF THE TEST SECTION, WITH ADDITIONAL RELEASE COCKS PROVIDED IF REQUIRED.
3. HYDROSTATIC TESTING SHALL BE PERFORMED AT 150 POUNDS PER SQUARE INCH PRESSURE, UNLESS OTHERWISE APPROVED BY THE CITY, FOR A PERIOD OF NOT LESS THAN TWO HOURS. TESTING SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWWA PROVISIONS FOR PVC-AWWA PUBLICATION M-23 AND FOR DIP-AWWA STANDARD C600, SECTION 4. THE ALLOWABLE RATE OF LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR DETERMINED BY THE FOLLOWING FORMULAS:
$$PVC \text{ DIP } L = NDP \ 1/2$$
$$----- \ 7400 \ L = SDP \ 1/2$$
$$----- \ 133,200$$
$$\text{FOR } 150 \text{ PSI; TEST: } L = 0.00165 \text{ ND (PVC)}$$
$$\text{FOR } 150 \text{ PSI; TEST: } L = 0.000092 \text{ SD (DIP)}$$
$$L = \text{ALLOWABLE LEAKAGE IN GALLONS PER HOUR}$$
$$N = \text{NUMBER OF JOINTS IN SECTION TESTED}$$
$$S = \text{LENGTH OF PIPE TESTED, IN FEET}$$
$$D = \text{NOMINAL DIAMETER OF THE PIPE IN INCHES}$$
$$P = \text{AVERAGE TEST PRESSURE MAINTAINED DURING THE LEAKAGE TEST IMPOUNDS PER SQUARE INCH GAUGE.}$$
4. THE TESTING PROCEDURE SHALL INCLUDE THE CONTINUED APPLICATION OF THE SPECIFIED PRESSURE TO THE TEST SYSTEM, FOR THE TWO-HOUR PERIOD, BY WAY OF A PIPE TAKING SUPPLY FROM A CONTAINER SUITABLE FOR MEASURING WATER LOSS. THE AMOUNT OF LOSS SHALL BE DETERMINED BY MEASURING THE VOLUME DISPLACED FROM SAID CONTAINER.
5. SHOULD THE TEST FAIL, NECESSARY REPAIRS SHALL BE ACCOMPLISHED BY THE CONTRACTOR AND THE TEST REPEATED UNTIL WITHIN THE ESTABLISHED LIMITS. THE CONTRACTOR SHALL FURNISH THE NECESSARY LABOR, WATER, PUMPS, GAUGES AND ALL OTHER ITEMS REQUIRED TO CONDUCT THE REQUIRED WATER DISTRIBUTION SYSTEM TESTING AND PERFORM NECESSARY REPAIRS.
6. PIPE SECTIONS TO BE PRESSURE TESTED SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF 150 PSI FOR A DURATION OF TWO HOURS BY MEANS OF A PUMP.

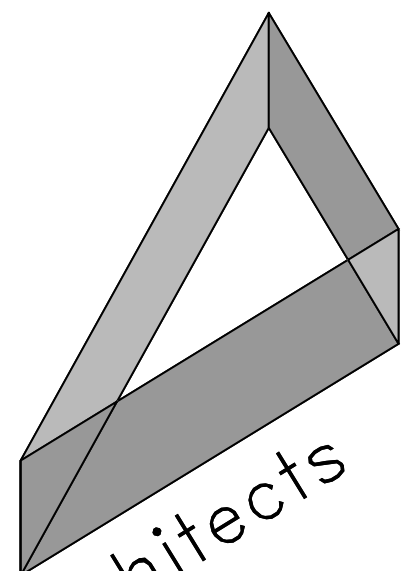


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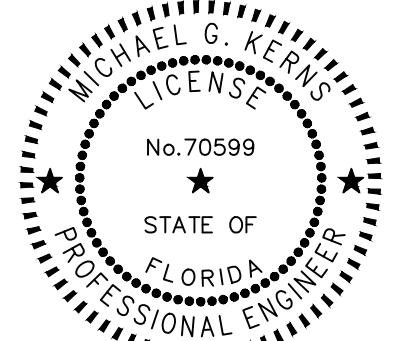
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P.E. #70599 - 09/02/2021

**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

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- revisions/addenda

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UTILITY DETAIL

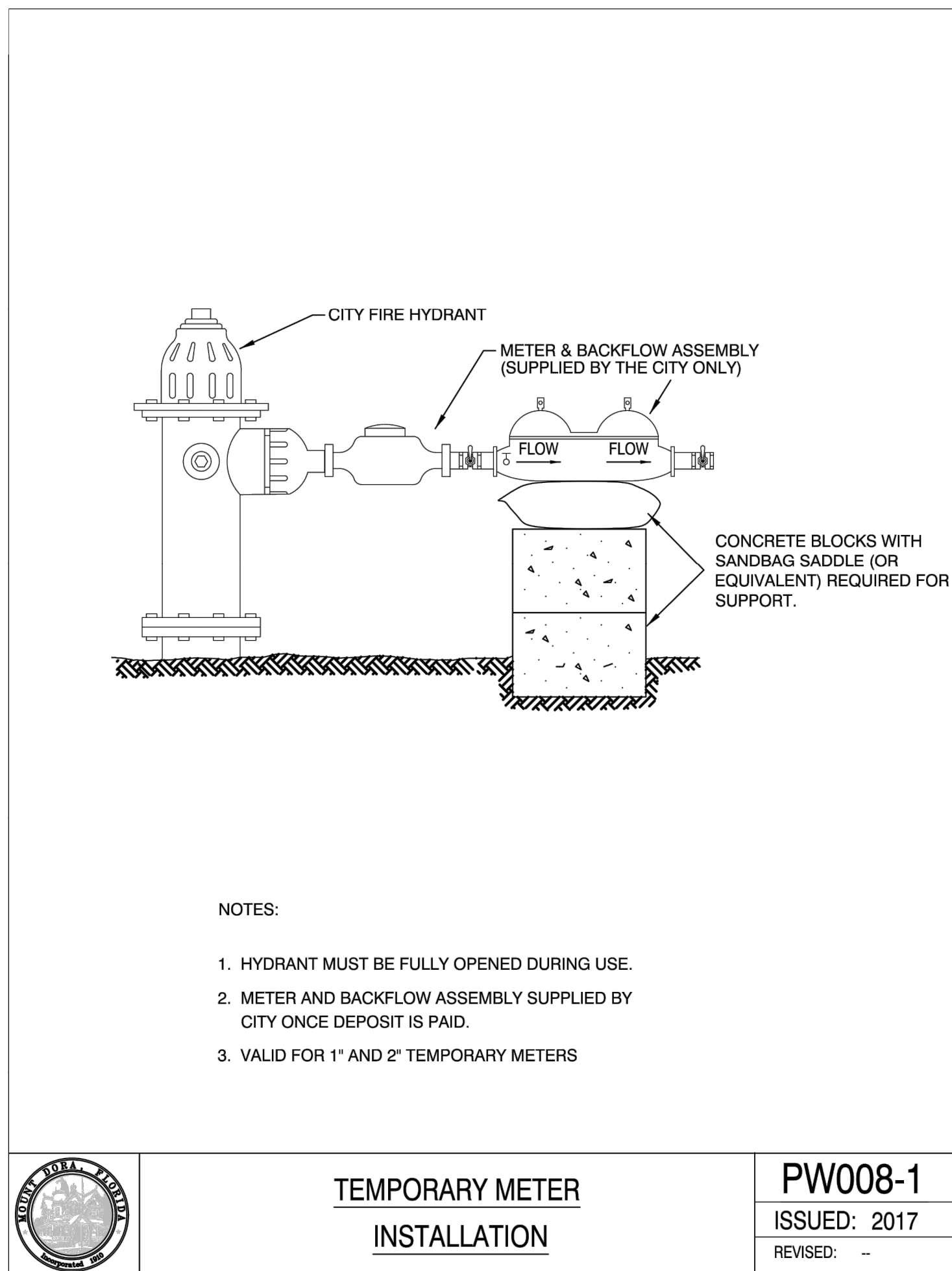
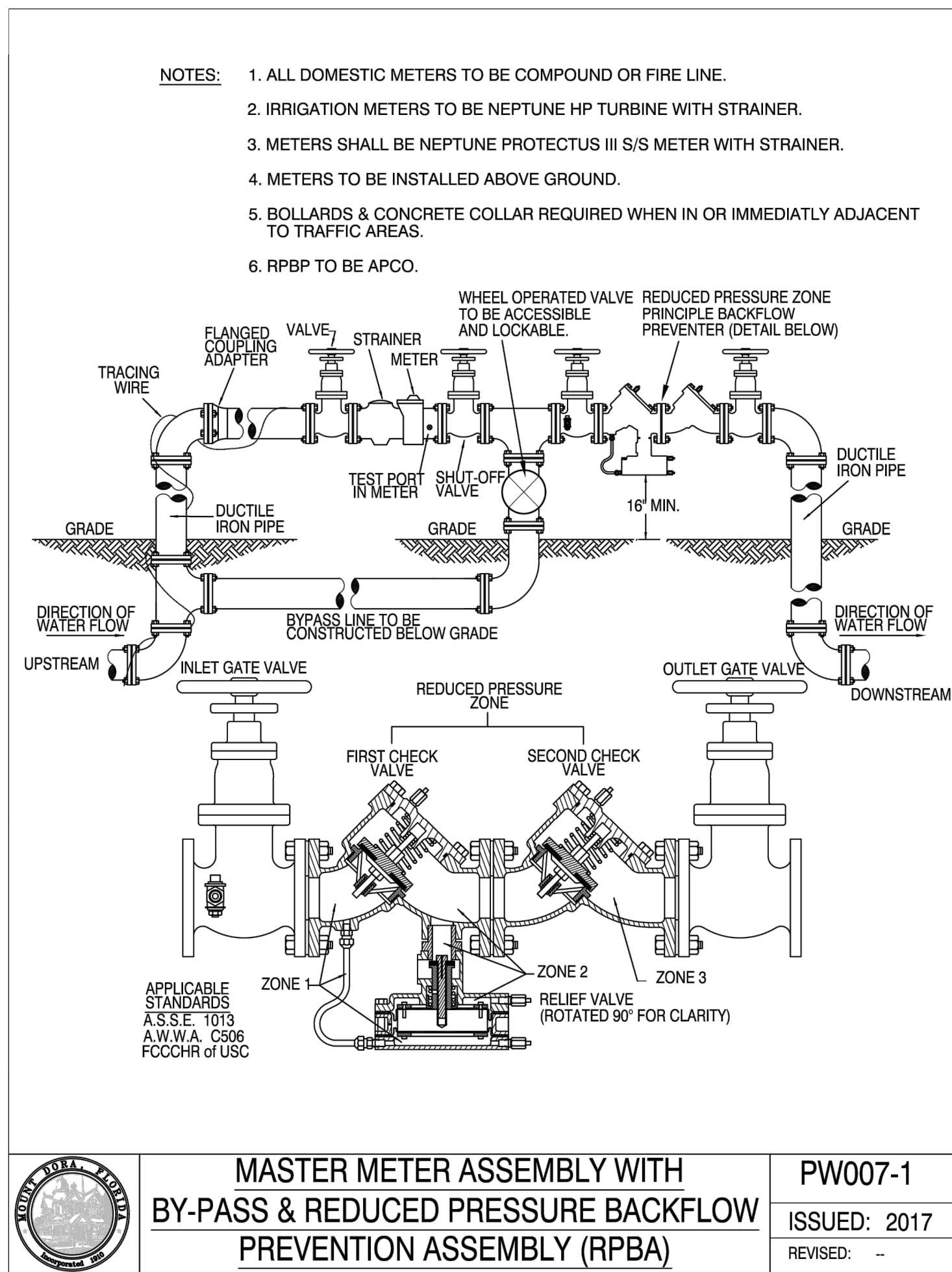
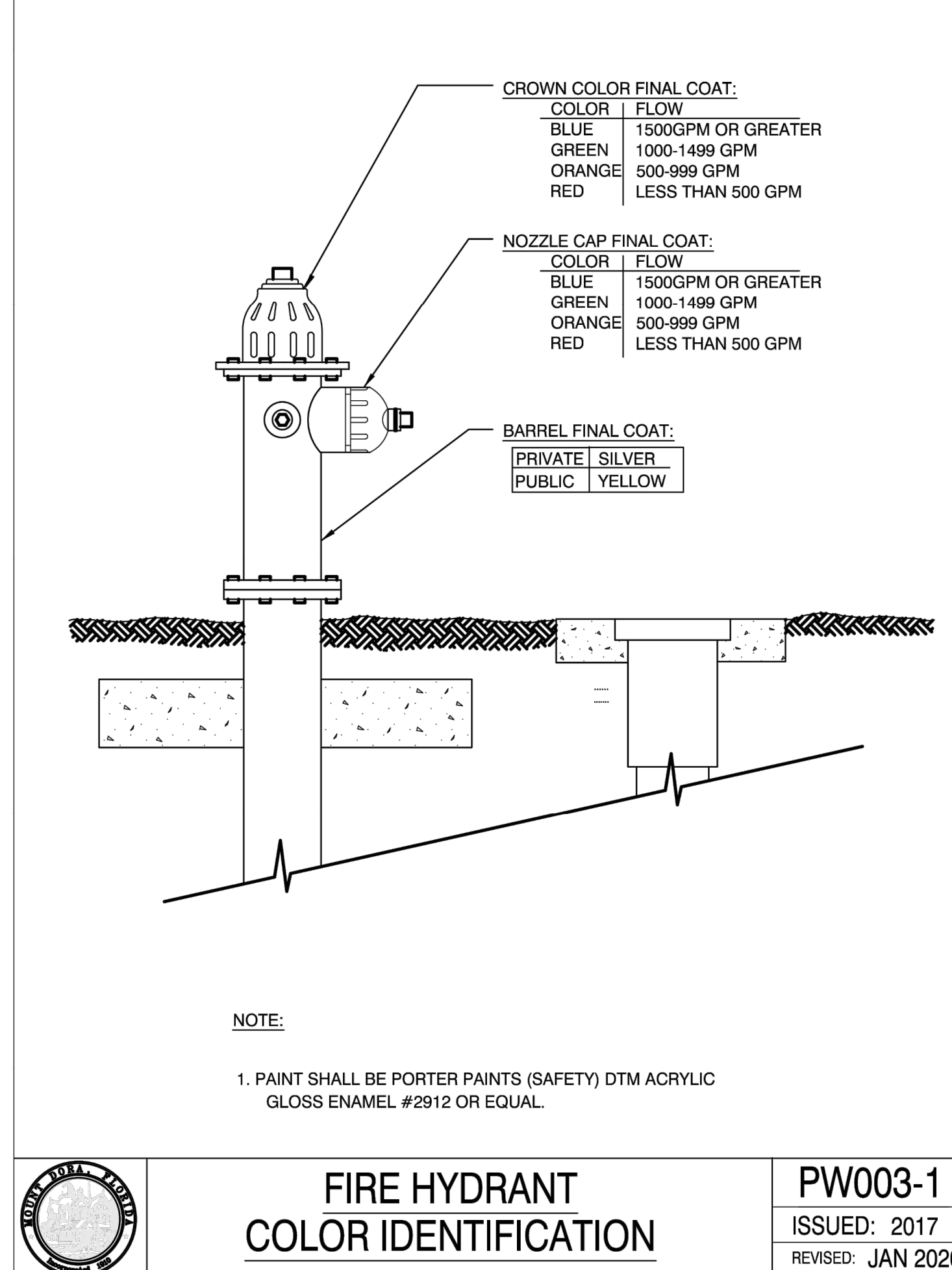
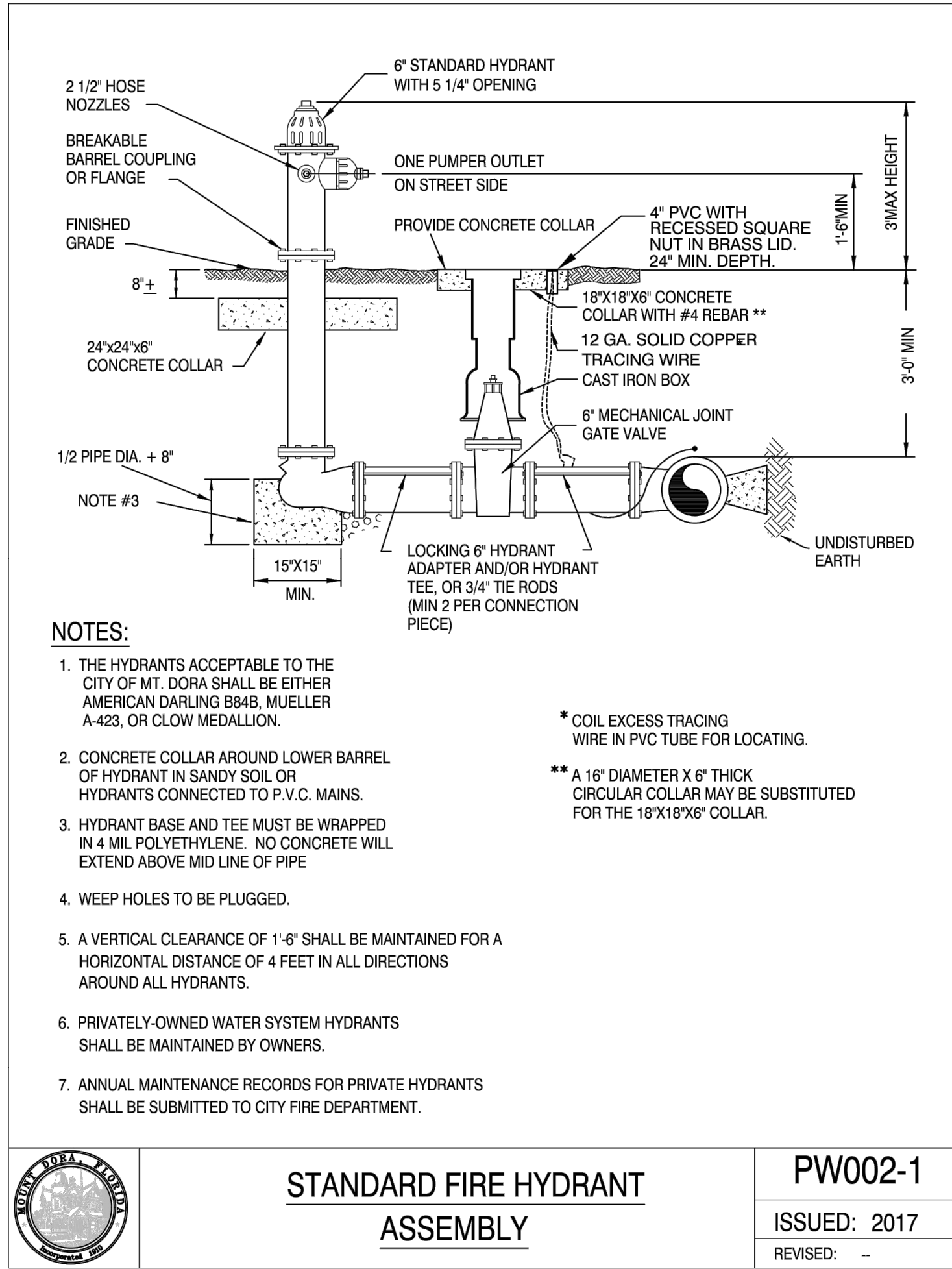
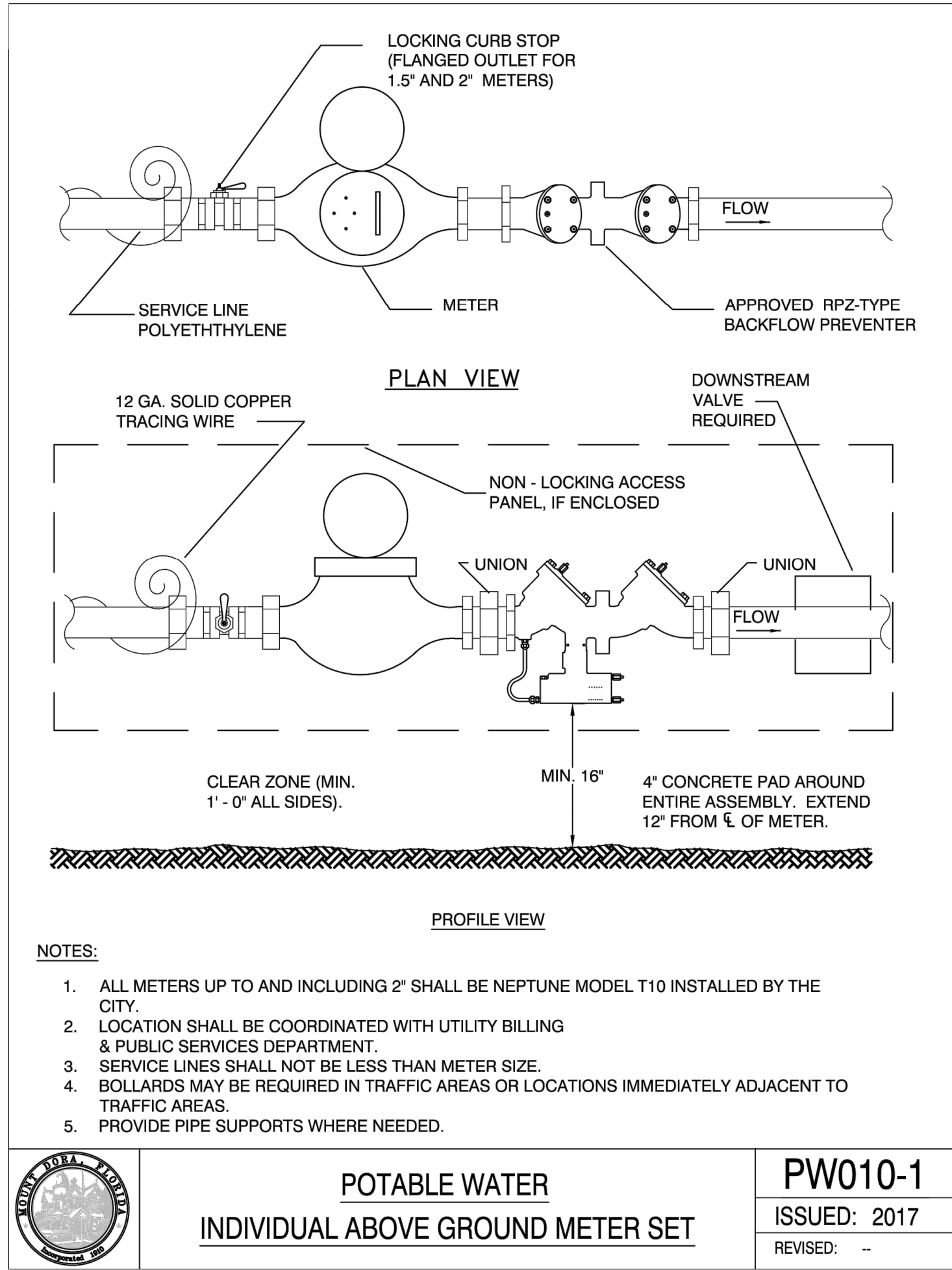
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- date: 09/02/2021

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C-802



WATER DISTRIBUTION SYSTEMS (CONT.)

DISINFECTING.

FOLLOWING THE PRESSURE TESTING: THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURES START. THE DISINFECTING SHALL BE ACCOMPLISHED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C651, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS. COMPUTATION OF THE AMOUNTS OF CHLORINE TO BE USED FOR DISINFECTION SHOULD BE APPROVED BY THE CITY OR ITS ENGINEER CONSULTANT.

1. CARE SHALL BE TAKEN TO PROVIDE DISINFECTION TO THE TOTAL SYSTEM AND EXTREMITIES SHALL BE CAREFULLY FLUSHED PRIOR TO CHLORINATION. AFTER DISINFECTION AND FINAL FLUSHING HAVE BEEN ACCOMPLISHED, SAMPLES OF WATER FOR BACTERIOLOGICAL ANALYSIS SHALL BE COLLECTED AND SUBMITTED TO AND AS DIRECTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR OTHER APPROPRIATE APPROVAL AGENCY. SHOULD THESE SAMPLES OR SUBSEQUENT SAMPLES PROVE TO BE UNSATISFACTORY, THEN THE PIPING SHALL BE DISINFECTED UNTIL A SUFFICIENT NUMBER OF SATISFACTORY SAMPLES ARE OBTAINED.
2. THE CONTRACTOR SHALL FURNISH ALL EQUIPMENT AND MATERIALS AND PERFORM THE WORK NECESSARY FOR THE DISINFECTING PROCEDURES, INCLUDING ADDITIONAL DISINFECTION AS REQUIRED.
3. CONTRACTOR SHALL PROVIDE THE CITY WITH 48 HOURS ADVANCED NOTICE OF DISINFECTION.

AS-BUILT RECORD DRAWINGS.

THE DEVELOPER MUST PROVIDE ONE COMPLETE SET OF MYLARS AND FOUR COMPLETE SETS OF WHITE COPY PRINTS OF "AS-BUILT RECORD DRAWINGS" OF THE PROJECT, SHOWING ACCURATE MEASUREMENTS OF WATER AND SEWER LINES AND STRUCTURES FROM FIXED KNOWN LOCATIONS WITHIN THE DEVELOPMENT. THE AS-BUILT RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY THE PROJECT DESIGN ENGINEER ATTESTING TO THE ACCURACY OF THE LOCATIONS OF THE FACILITIES. THE AS-BUILT RECORD DRAWINGS ARE TO BE PROVIDED BEFORE THE CITY CAN ACCEPT THE IMPROVEMENTS.

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• approved: MK
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• sheet number:
C-803

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FIRE STATION #35**

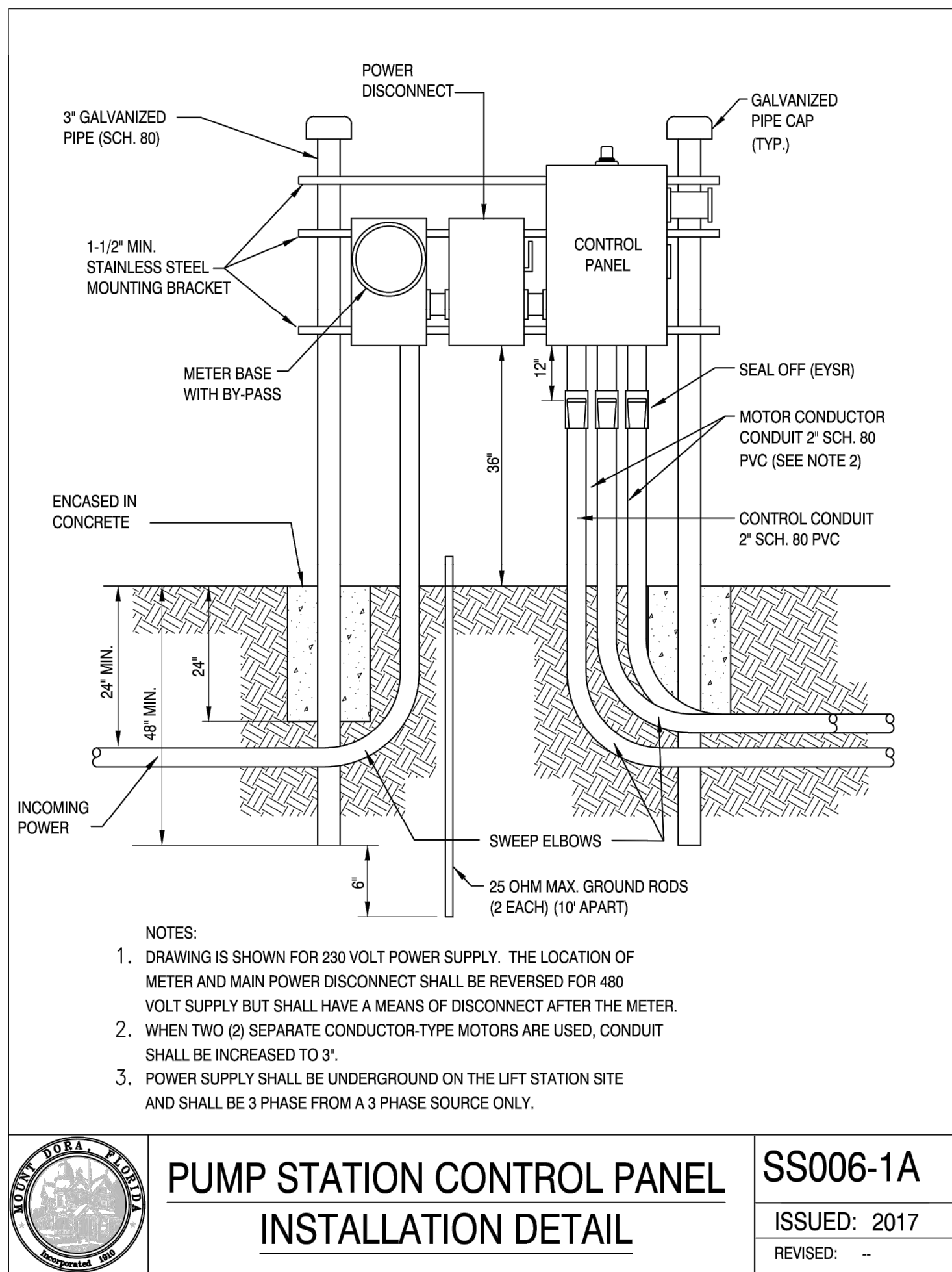
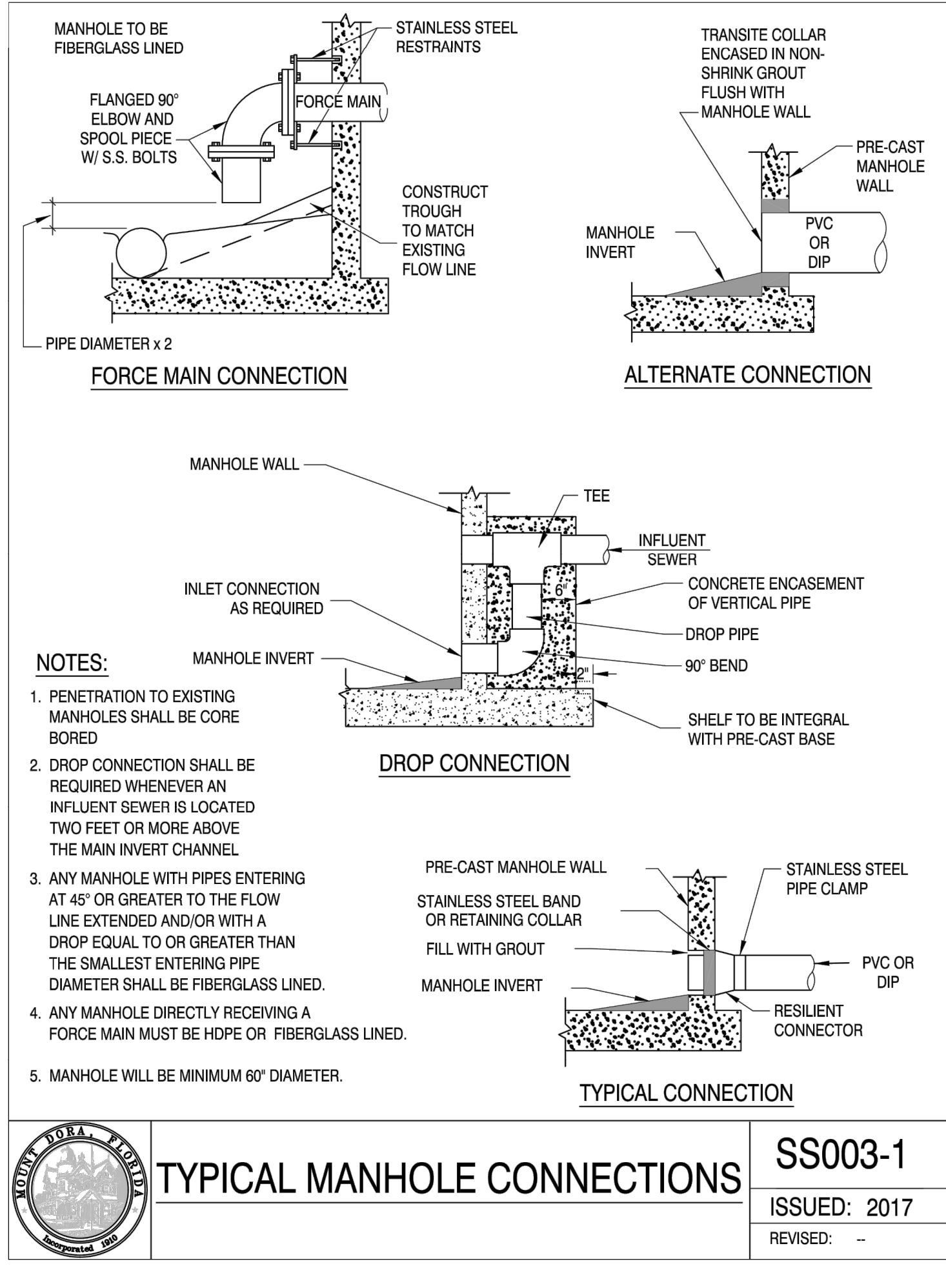
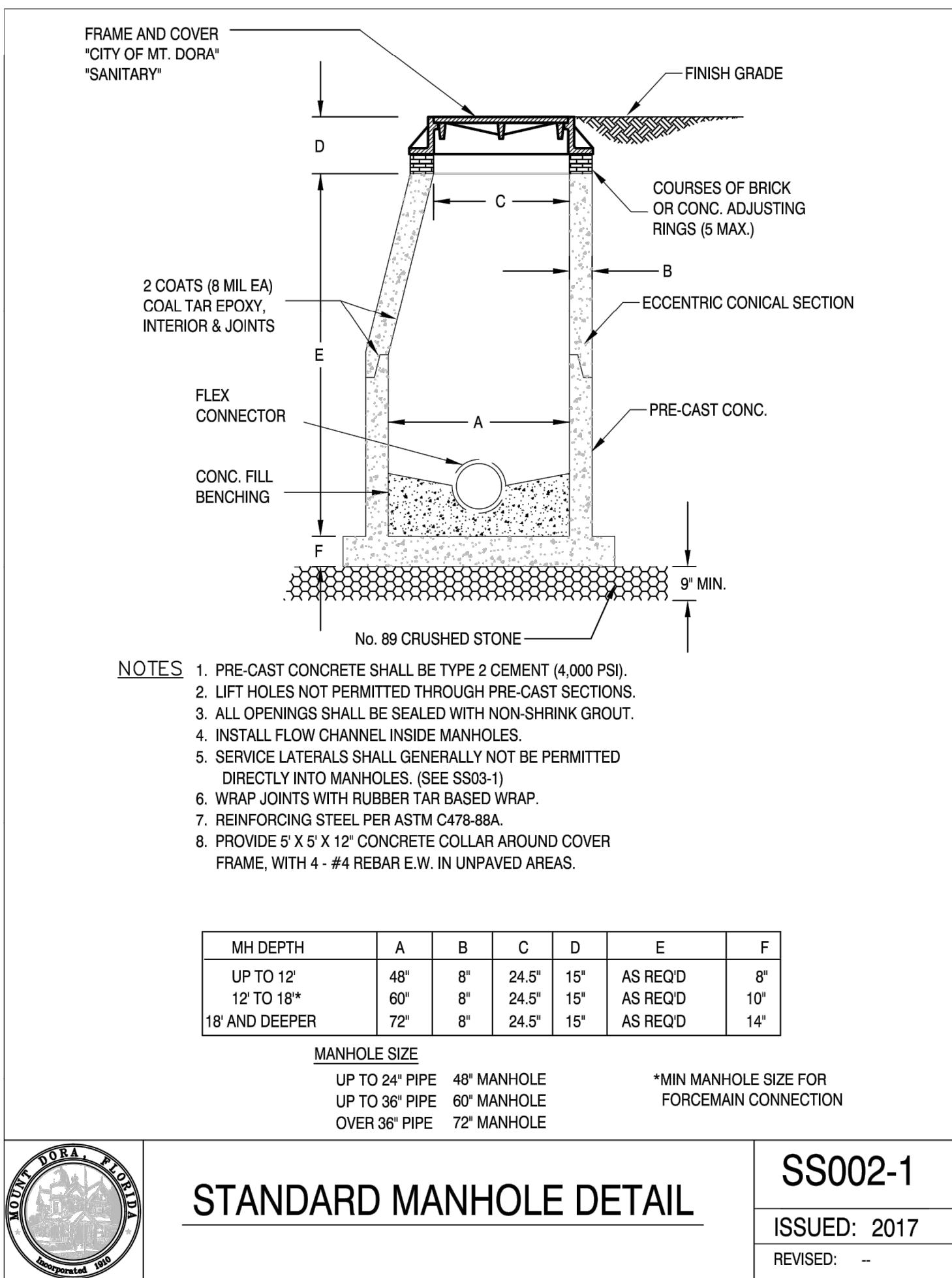
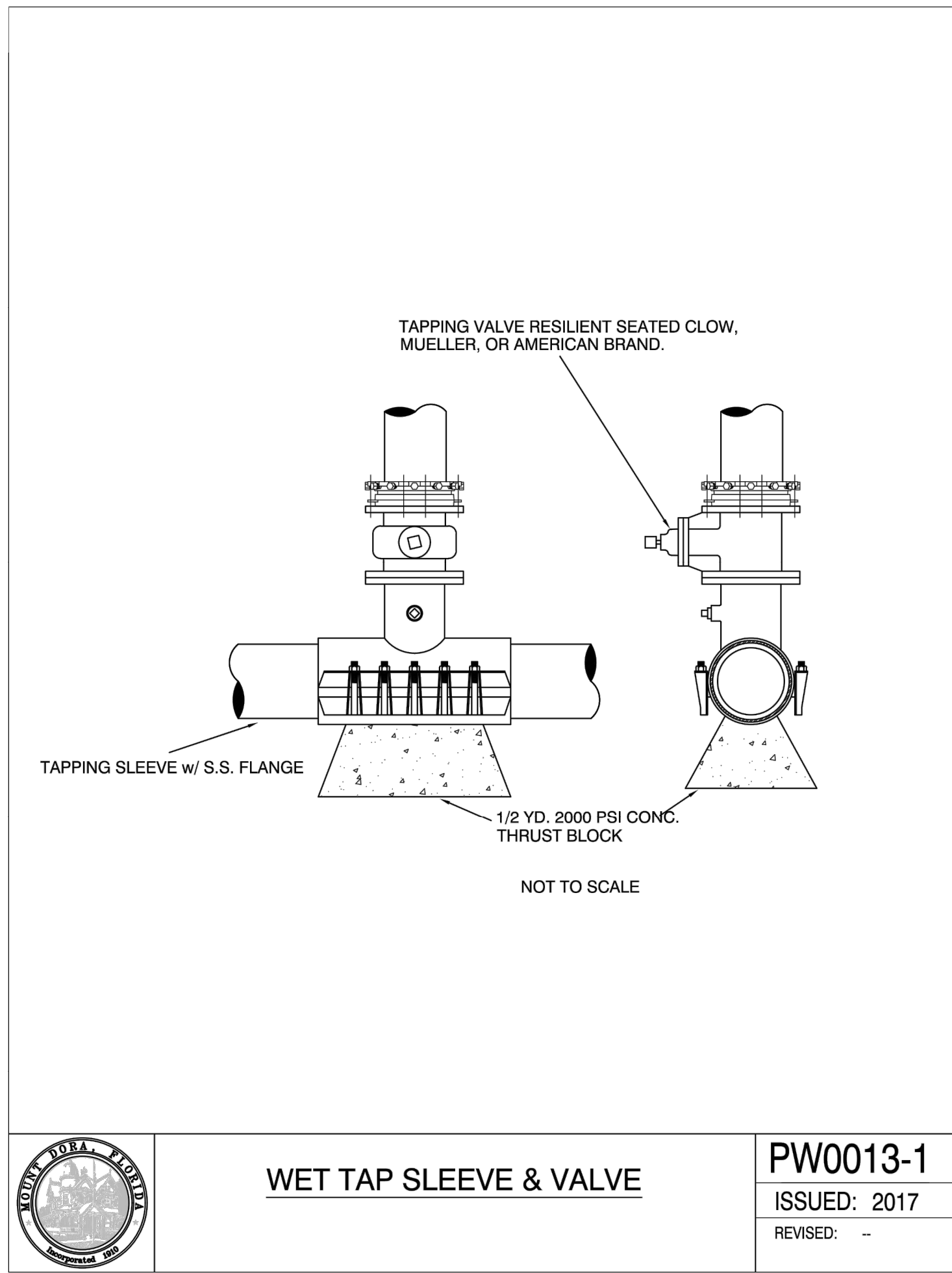
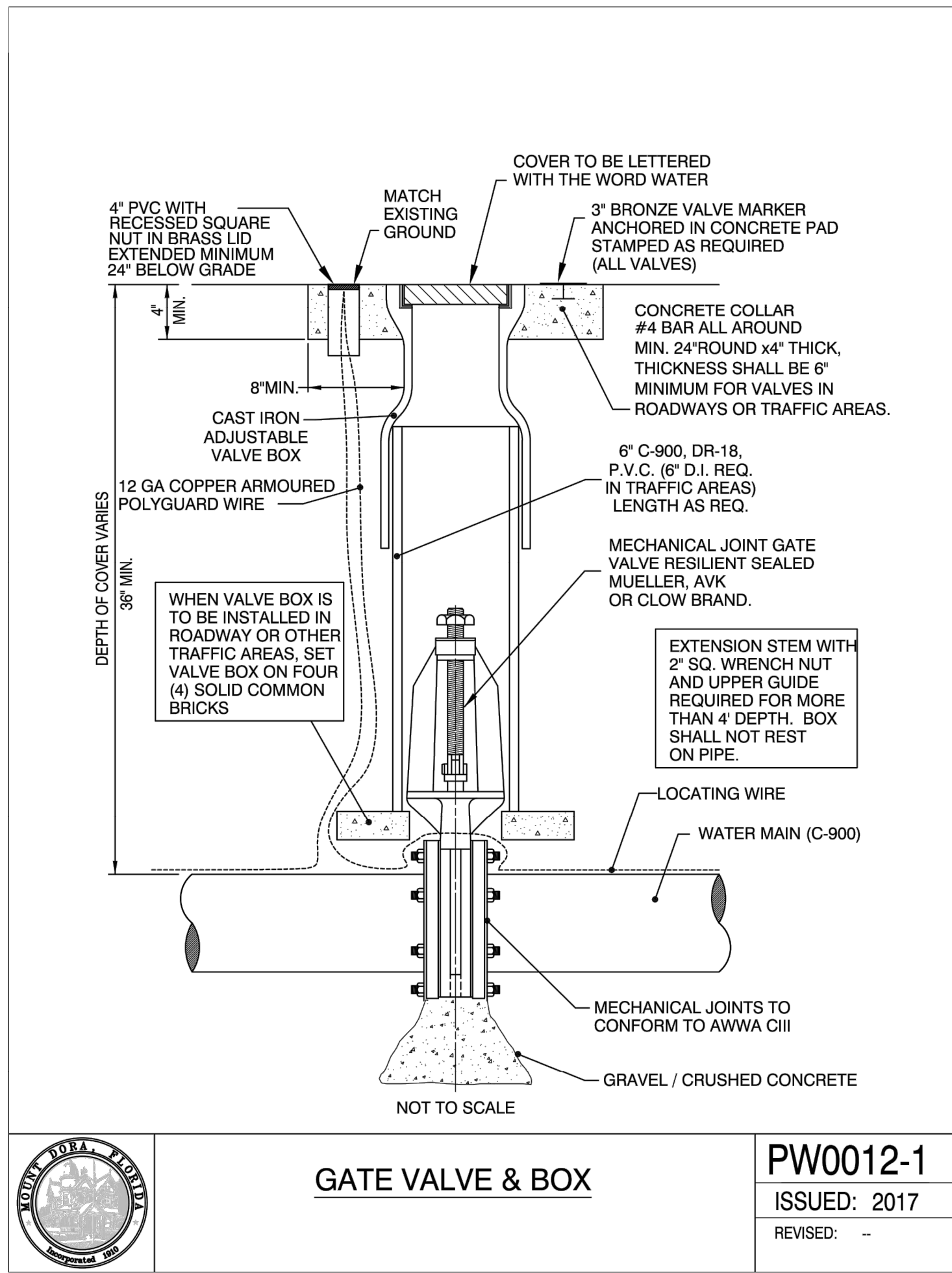
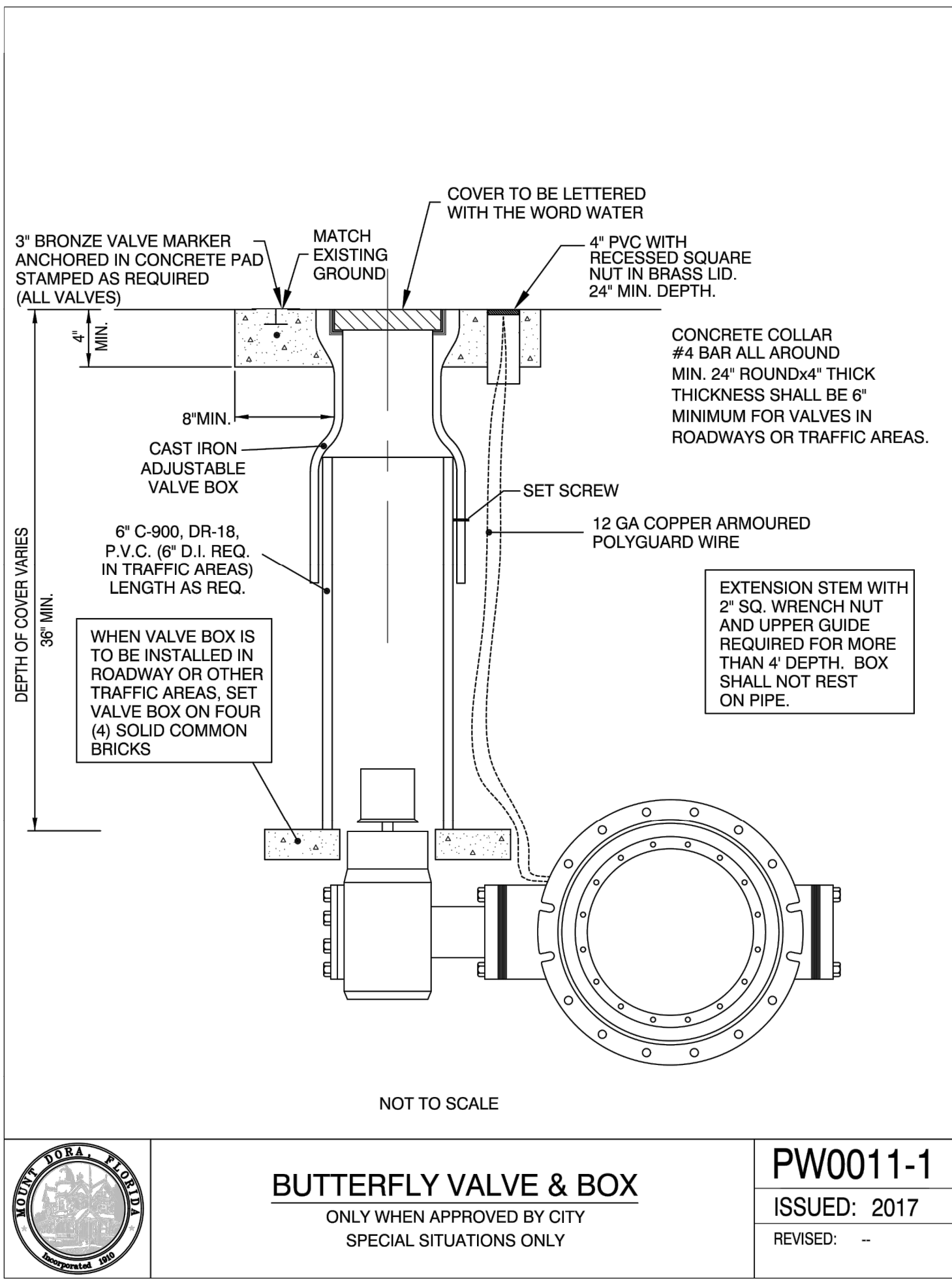
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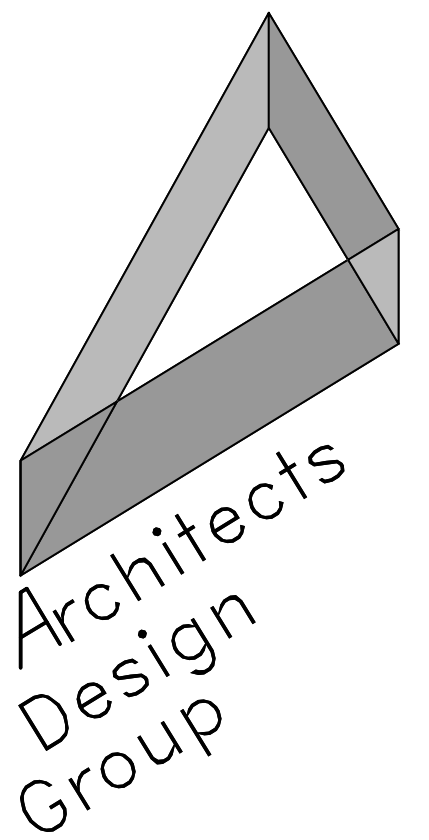


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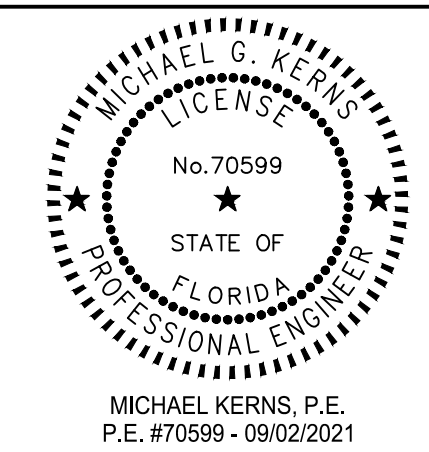
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**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

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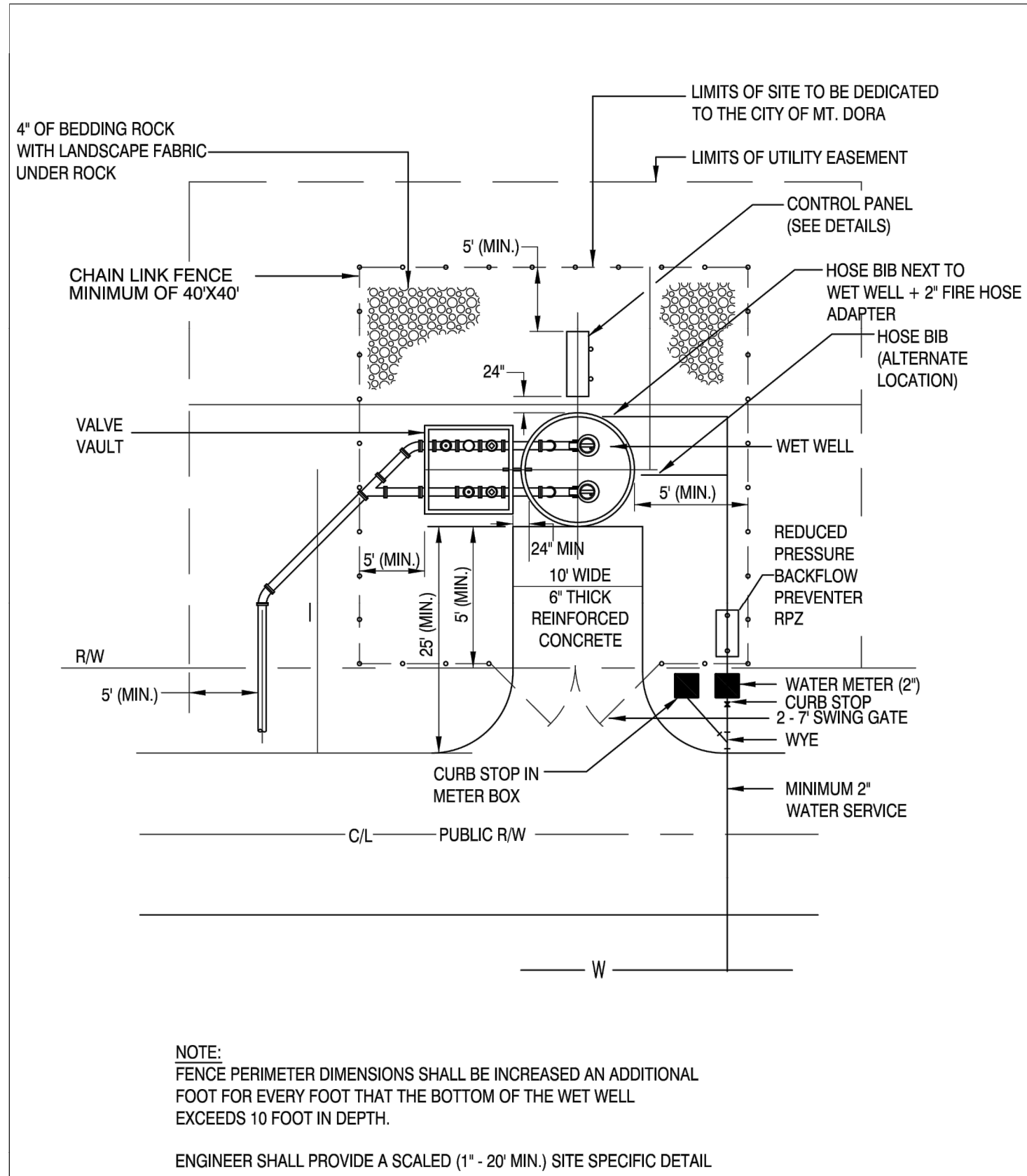
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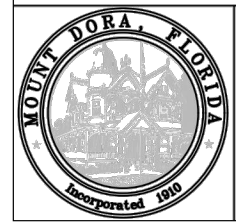
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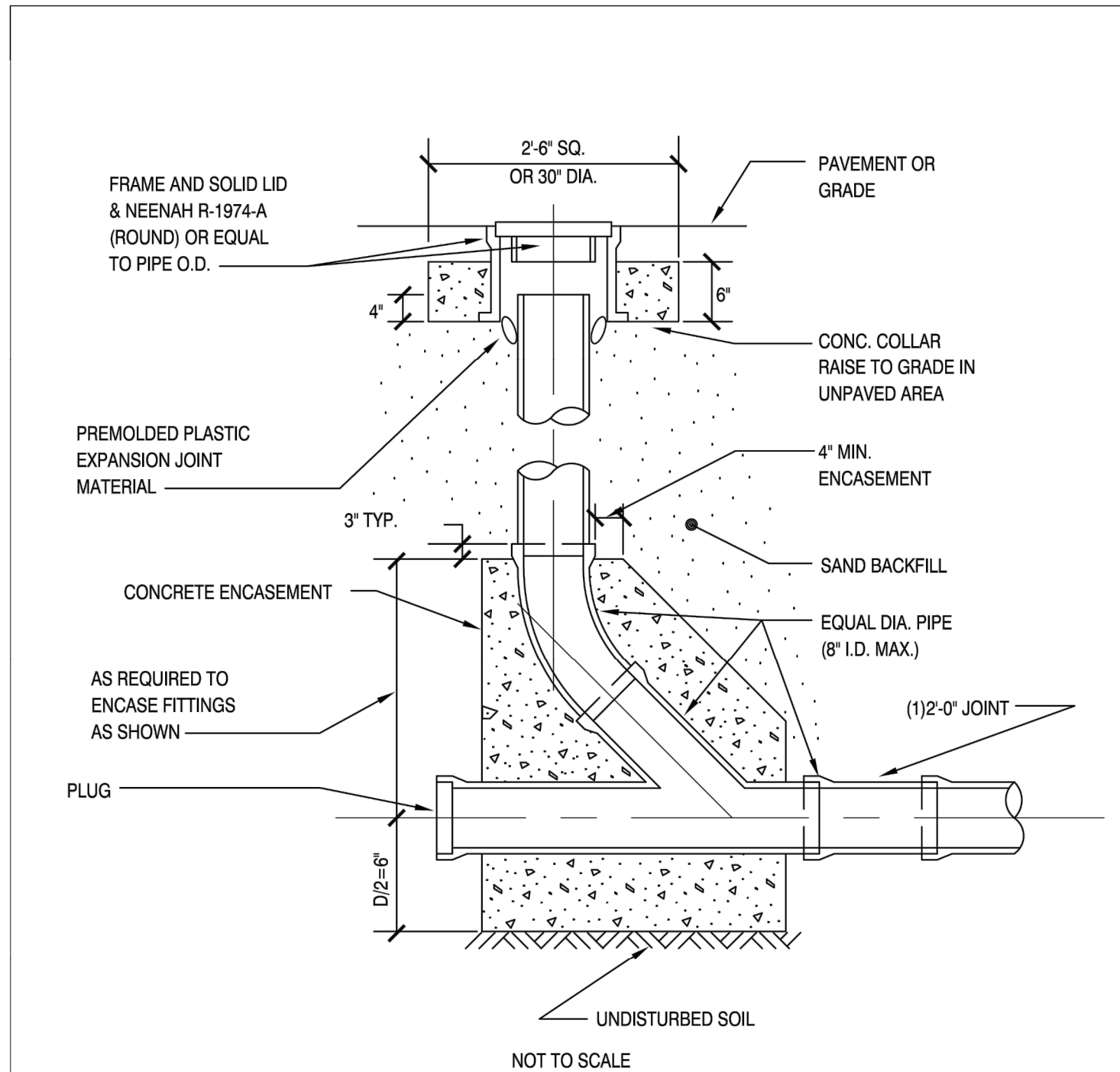
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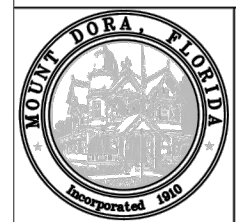
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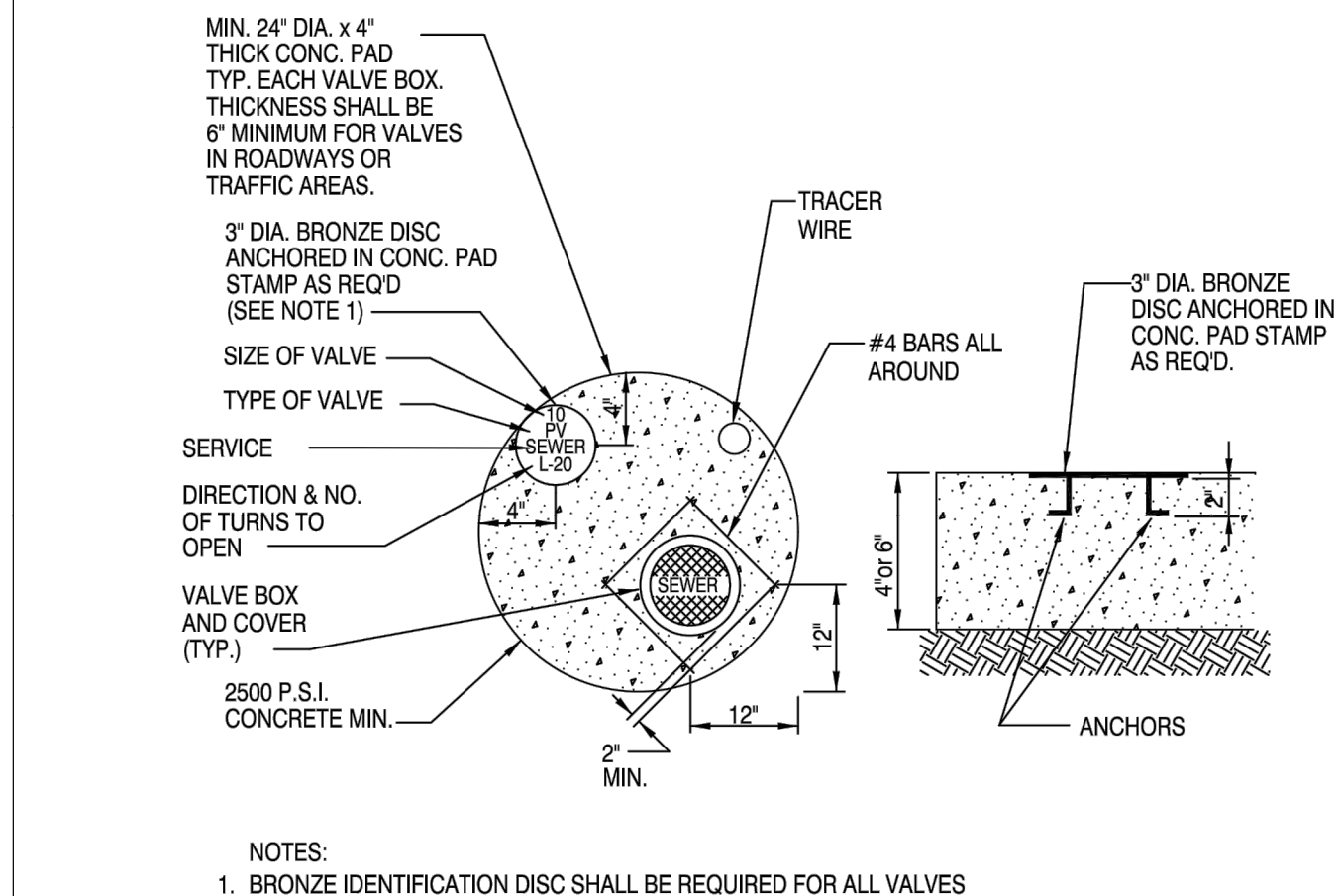
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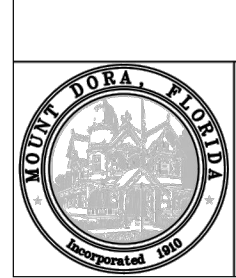


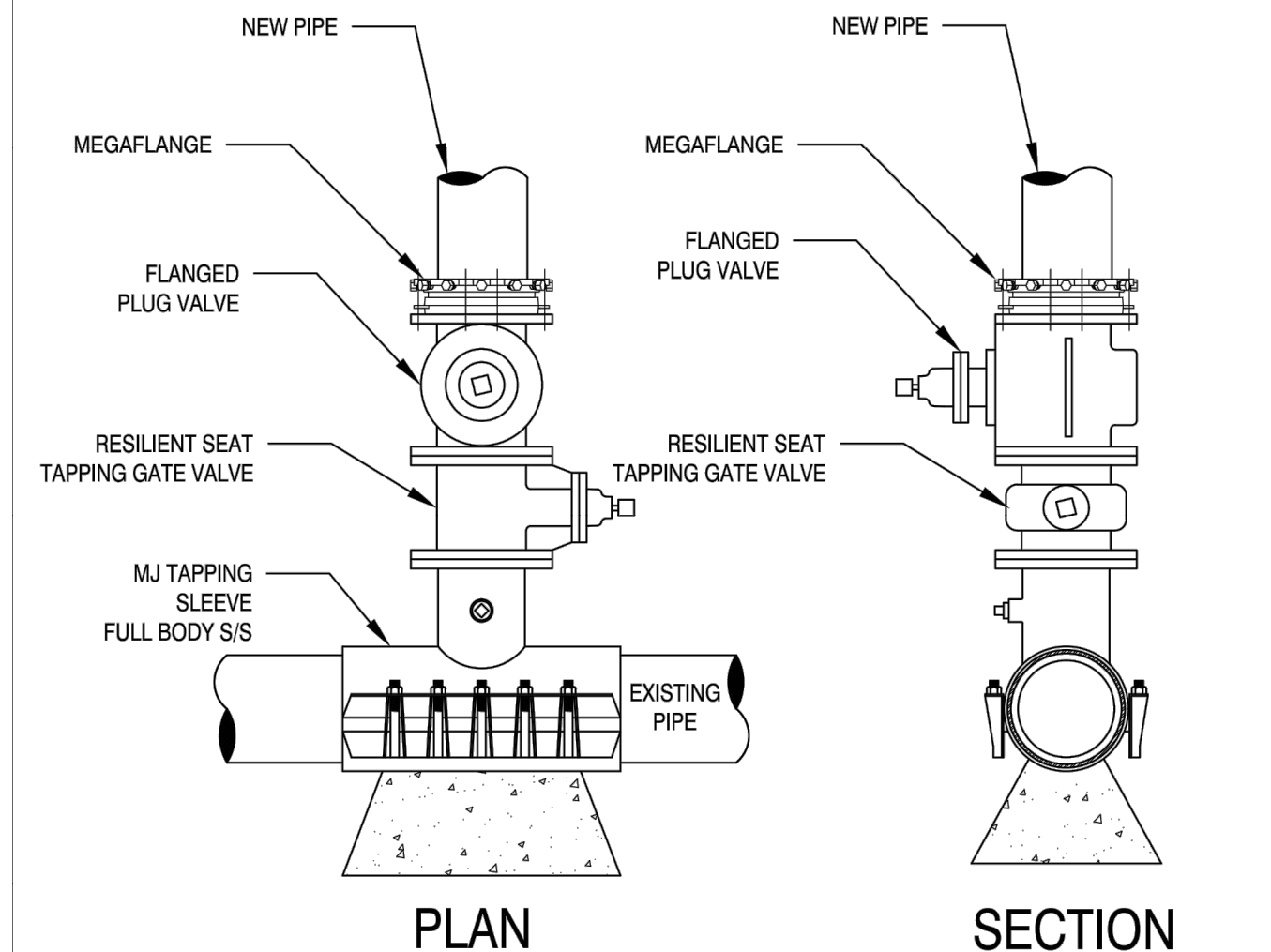
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	ISSUED: 2017	
	REVISED: --	

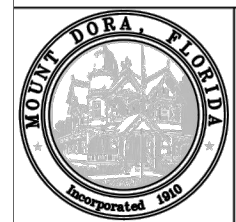


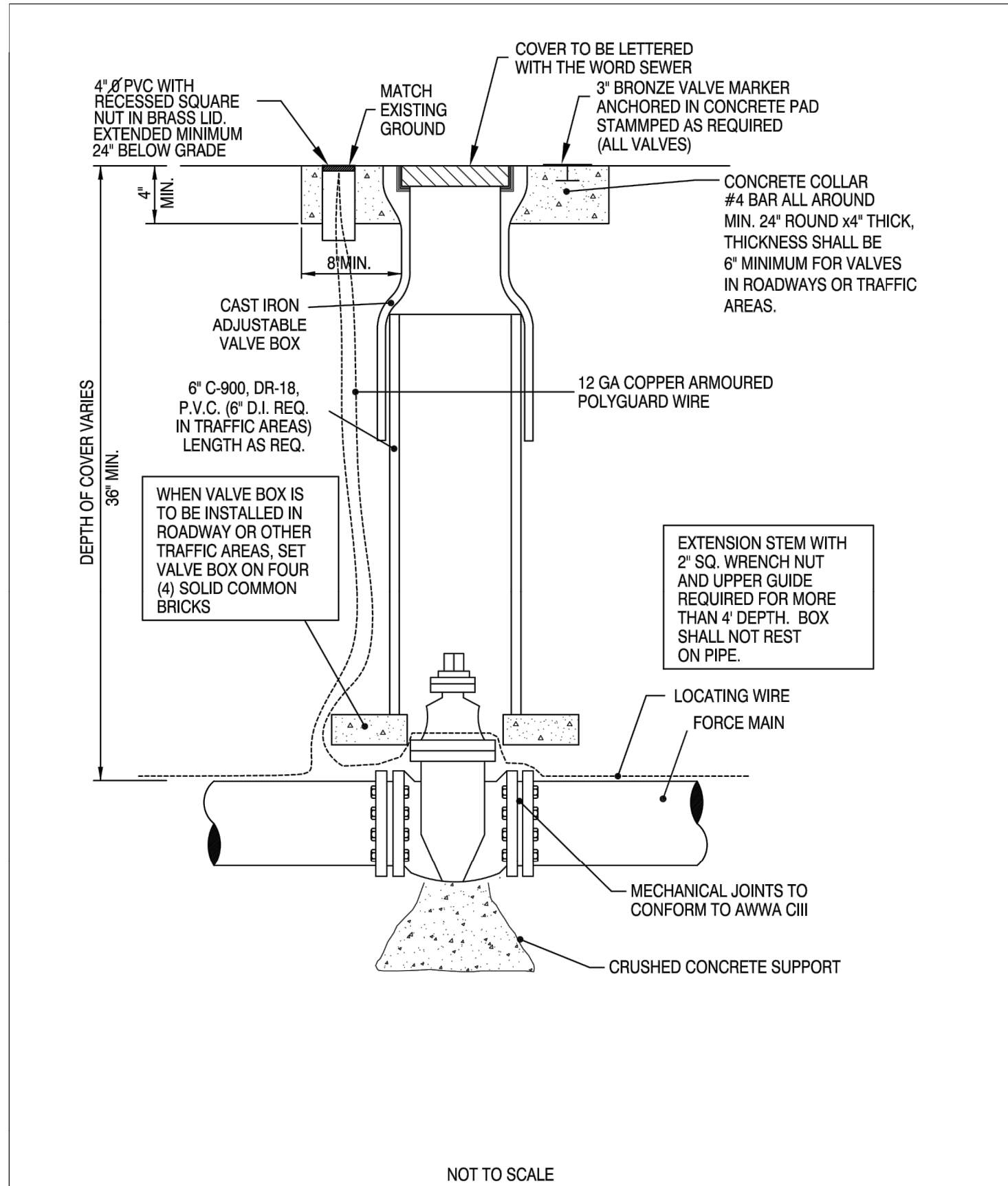
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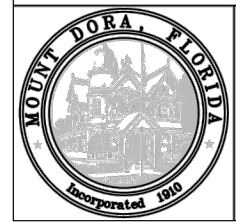


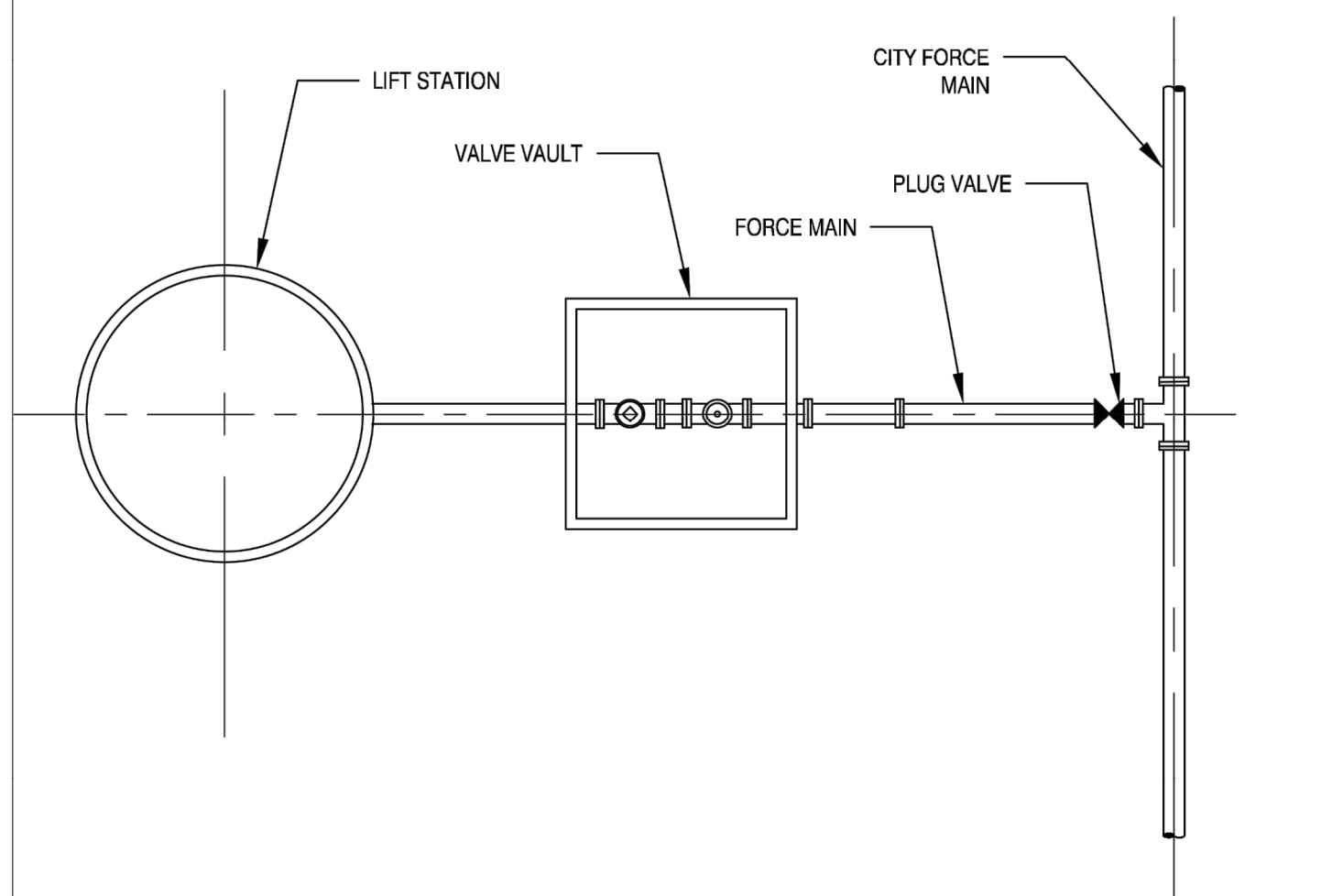
	VALVE COLLAR	SS010-1
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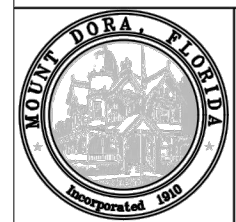


	FORCE MAIN TAPPING SLEEVE AND VALVE	SS017-1
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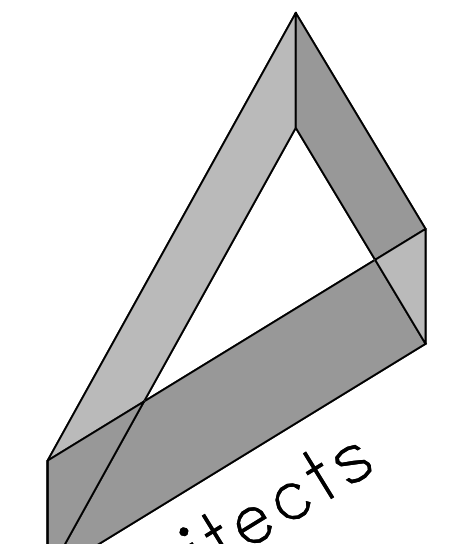


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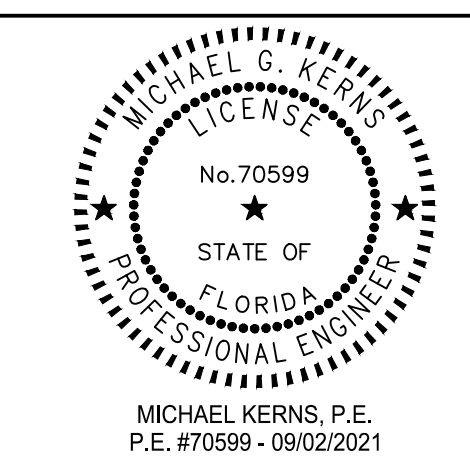


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P.E. #70599 - 09/02/2021

**CITY OF MT. DORA
FIRE STATION #35**

CITY OF MT. DORA

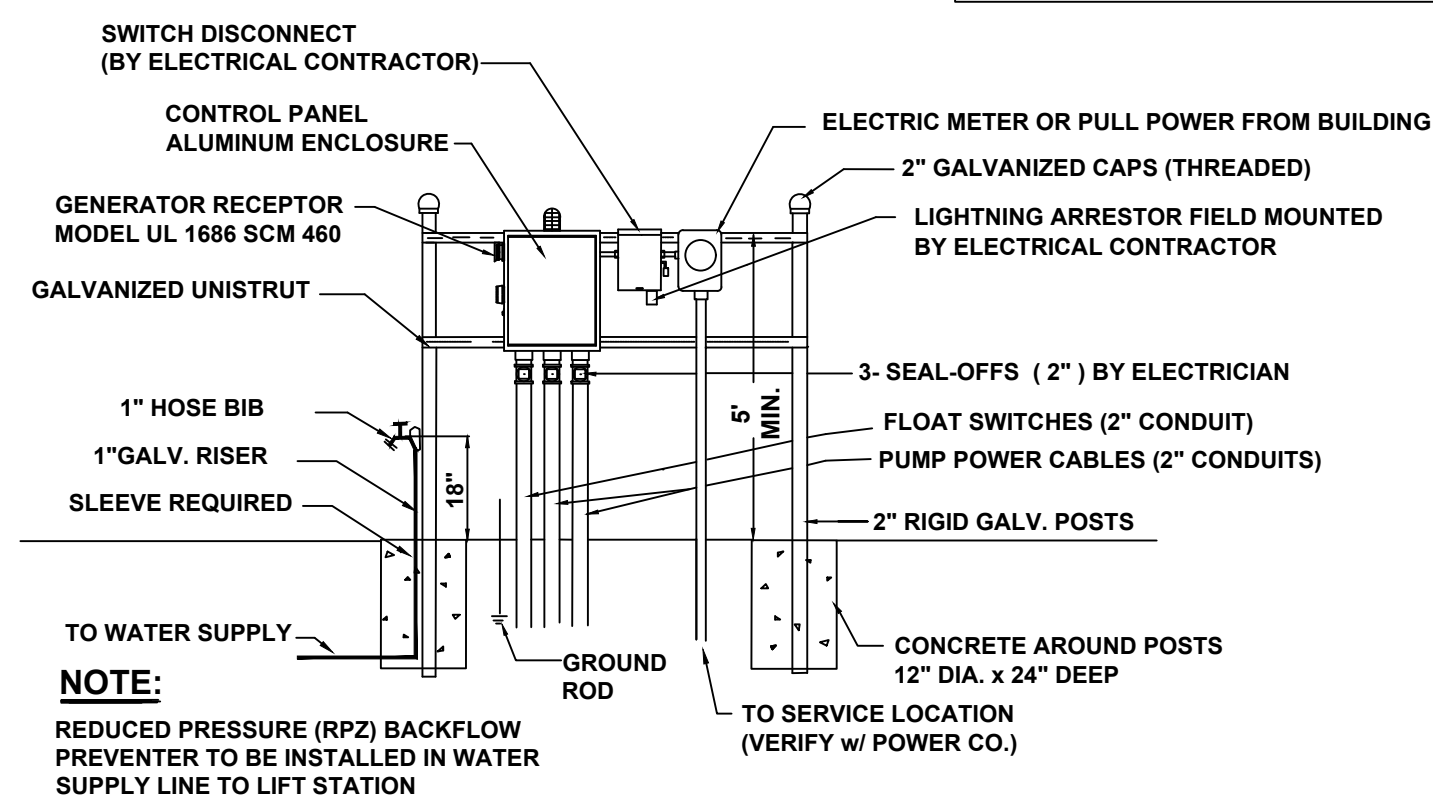
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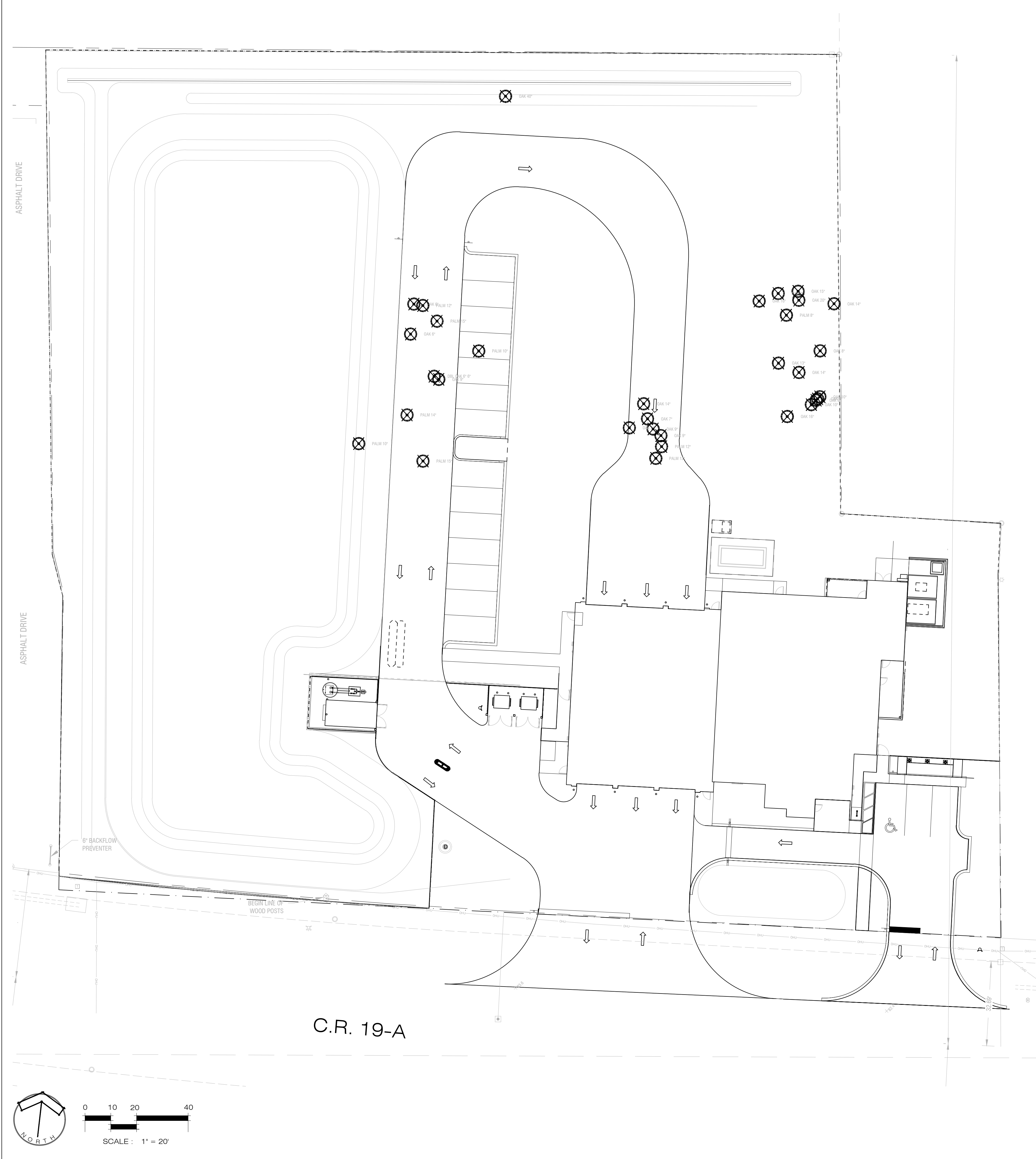
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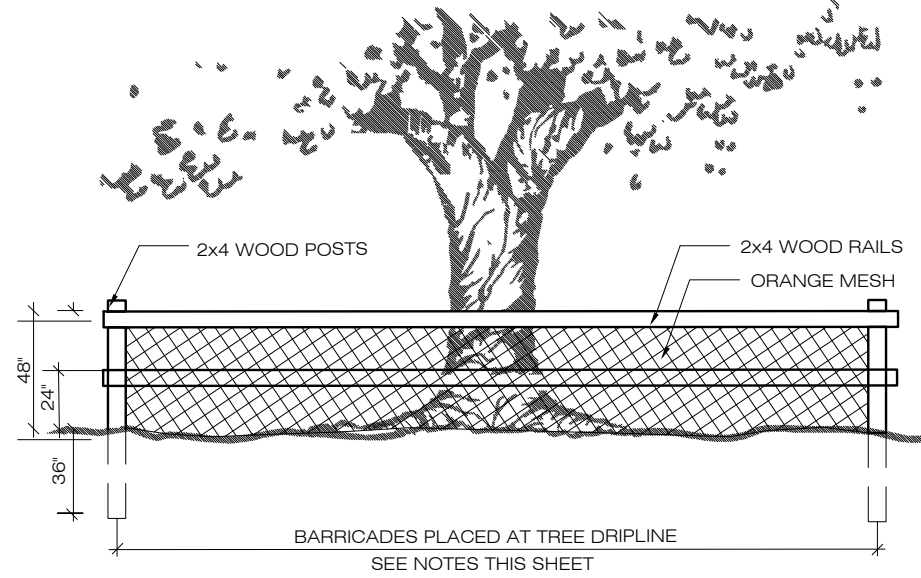
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DETAILS**
• scale:
• drawn: MZ
• checked: MK
• approved: MK
• date: 09/02/2021
• project no.
2020.0156.02
• sheet number:
C-805





EXISTING TREE LEGEND

- 8" OAK EXISTING TREE TO REMAIN
 - ⊗ 8" OAK EXISTING TREE TO BE REMOVED
- NOTE: CURRENT SURVEY DOES NOT PROVIDE SPECIES OF OAK SO THEY ARE ASSUMED TO BE LIVE OAK UNTIL THEY CAN BE FIELD VERIFIED. UPDATED CALCULATIONS SHALL BE PROVIDED ONCE ADDITIONAL INFORMATION IS AVAILABLE.

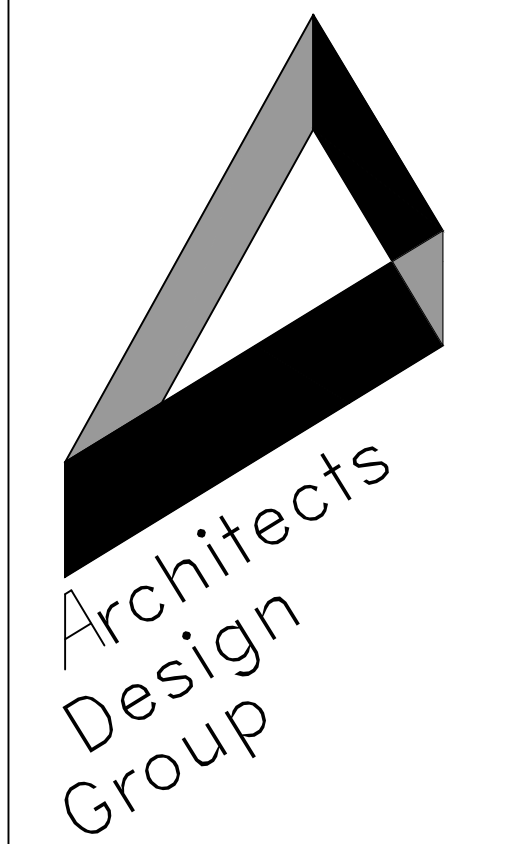


1. TREE PROTECTION BARRICADE DETAIL
- SCALE: N.T.S.
- PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - UNNECESSARY CUTTING, BREAKING, OR SHINING OF ROOTS
 - SKINNING AND BRUISING OF BARK
 - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
 - FOOT OR VEHICULAR TRAFFIC
 - PARKING VEHICLES WITHIN DRIP-LINE
 - ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET. BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING, FENCE TO BE 4' HIGH MINIMUM WITH 2 X 4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE A MINIMUM CLEAR DISTANCE OF 6' FROM THE FACE OF ANY TREES 12" DBH AND UNDER AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. ON TREES LARGER THAN 12" DBH, BARRICADES SHALL BE NO CLOSER THAN 10' FROM FACE OF TREE WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN BARRICADES. BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO INSURE THAT NO DAMAGE TO THE TREE OCCURS.
 - PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
 - NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE COUNTY FORESTER.

MITIGATION CALCULATIONS

TREES REMOVED	REPLACEMENT TREES REQUIRED
40' OAK	(7) 3.5" OAK
6' OAK	3.5" OAK
6' OAK	3.5" OAK
6' OAK	3.5" OAK
6' OAK	3.5" OAK
9' OAK	3.5" OAK
14' OAK	3.5" OAK
7' OAK	3.5" OAK
16' OAK	3.5" OAK
9' OAK	3.5" OAK
9' OAK	3.5" OAK
16' OAK	3.5" OAK
8' OAK	3.5" OAK
15' OAK	3.5" OAK
20' OAK	3.5" OAK
14' OAK	3.5" OAK
8' OAK	3.5" OAK
13' OAK	3.5" OAK
14' OAK	3.5" OAK
10' OAK	3.5" OAK
10' OAK	3.5" OAK
8' OAK	3.5" OAK
9' OAK	3.5" OAK
16' OAK	3.5" OAK
TOTAL (30) 3.5" OAK	

NOTE: ALL REPLACEMENT IS SATISFIED ON SITE. SEE LANDSCAPE PLAN FOR 3.5" CAL. TREE LOCATIONS.



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MOUNT DORA FIRE STATION 35

CITY OF MOUNT DORA

SITE PLAN SUBMITTAL

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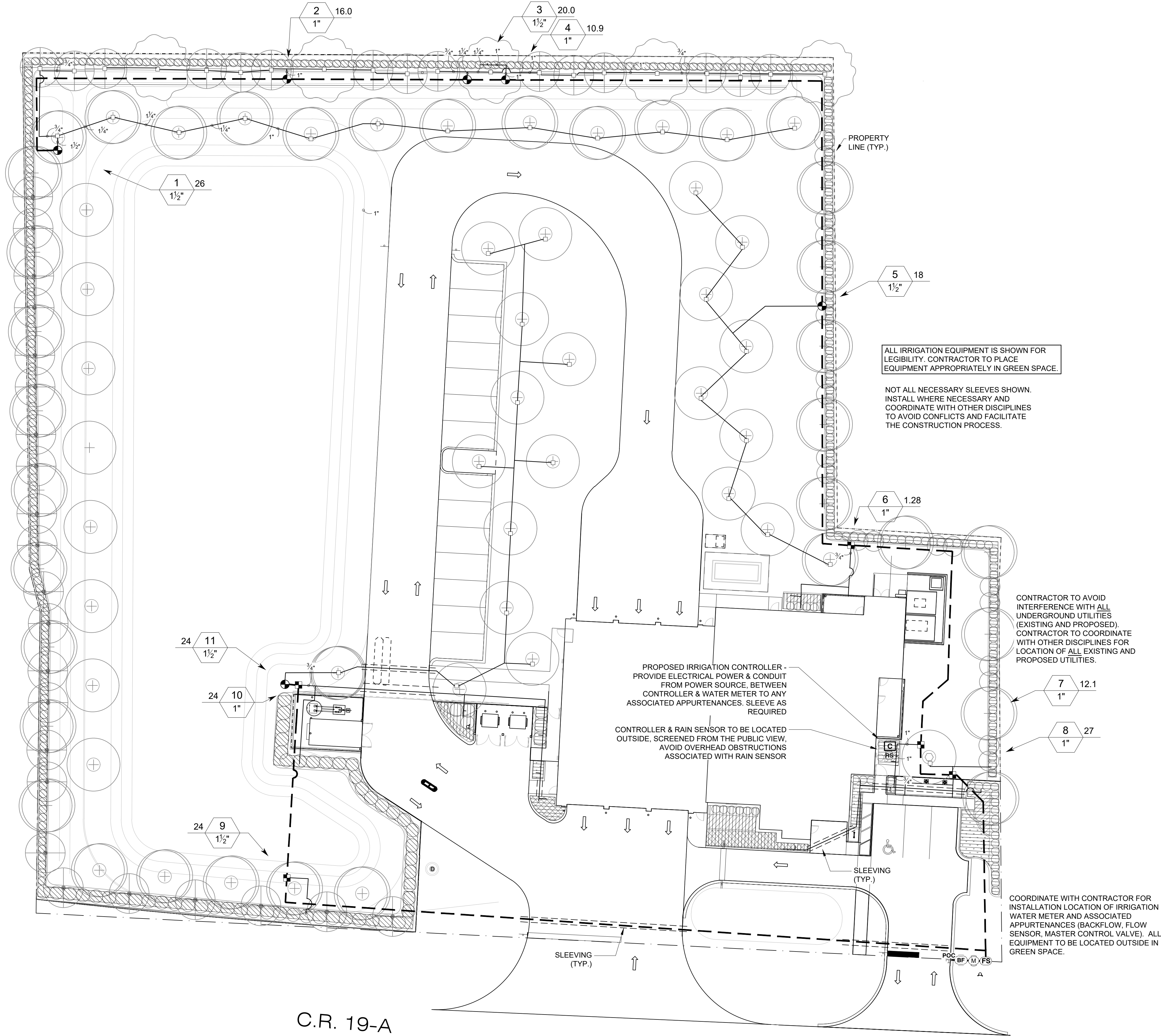
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Number	Description	Date Issued
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• sheet title
VEGETATION MANAGEMENT PLAN

• scale: 1" = 20'-0"
• drawn: JD
• checked: JD
• approved: SBK
• date: 08/20/2021

• project no.
1040
• sheet number:
L-101



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER PCB 10 FLOOD BUBBLER, 1/2" FIPT.	44
	HUNTER ICZ-101-25 DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI.	3
	AREA TO RECEIVE DRIPLINE HUNTER HDL-09-12 HDL-09-12-PVC HUNTER DRIPLINE WITH 0.9 GPH FLOW. EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. INSTALL WITH HUNTER PLD BARBED OR PLD-LOC FITTINGS.	AS SHOWN
	HUNTER ICV-G 1" PLASTIC ELECTRIC REMOTE CONTROL VALVES.	5
	HUNTER ICV-G 1-1/2" 1" PLASTIC ELECTRIC MASTER VALVE.	1
	FESCO 825V 1" REDUCED PRESSURE BACKFLOW PREVENTER	1
	HUNTER PHC-1200 Wi-Fi ENABLED, FULL-FUNCTIONING CONTROLLER WITH TOUCHSCREEN, 12-STATION FIXED CONTROLLER, 120 VAC, OUTDOOR MODEL.	1
	HUNTER RAIN-CLK RAIN SENSOR, WITH CONDUIT INSTALLATION, MOUNT AS NOTED. NORMALLY CLOSED SWITCH.	1
	HUNTER HC-100-FLOW 1" FLOW METER FOR USE WITH HYDRAWISE ENABLED CONTROLLER.	1
	POINT OF CONNECTION SEE CIVIL PLANS	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	AS SHOWN
	1 1/2" IRRIGATION MAINLINE: PVC SCHEDULE 40	AS SHOWN
	PIPE SLEEVE: PVC SCHEDULE 40	AS SHOWN

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PRECIP	RUN TIME	TOTAL WATER
1	HUNTER ICZ-101-25	1"	AREA FOR DRIPLINE	12	1.44 in/h	31 min	.74 in/hr
2	HUNTER ICV-G	1-1/2"	BUBBLER	24.00	6.81 in/h	N/A	N/A
3	HUNTER ICV-G	1"	BUBBLER	16.00	6.81 in/h	N/A	N/A
4	HUNTER ICV-G	1-1/2"	BUBBLER	20.00	6.81 in/h	N/A	N/A
5	HUNTER ICV-G	1"	AREA FOR DRIPLINE	10.96	1.44 in/h	31 min	.74 in/hr
6	HUNTER ICZ-101-25	1"	AREA FOR DRIPLINE	27	1.44 in/h	31 min	.74 in/hr
7	HUNTER ICZ-101-25	1"	AREA FOR DRIPLINE	1.28	1.44 in/h	31 min	.74 in/hr
8	HUNTER ICZ-101-25	1"	AREA FOR DRIPLINE	12.06	1.45 in/h	31 min	.75 in/hr

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MOUNT DORA FIRE STATION 35

CITY OF MOUNT DORA

SITE PLAN SUBMITTAL

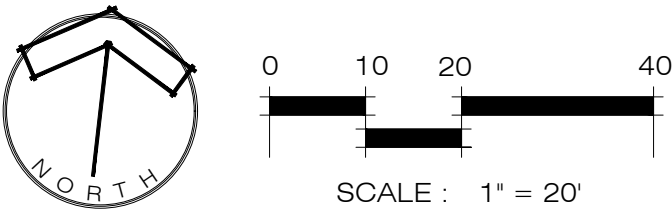
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IRRIGATION PLAN

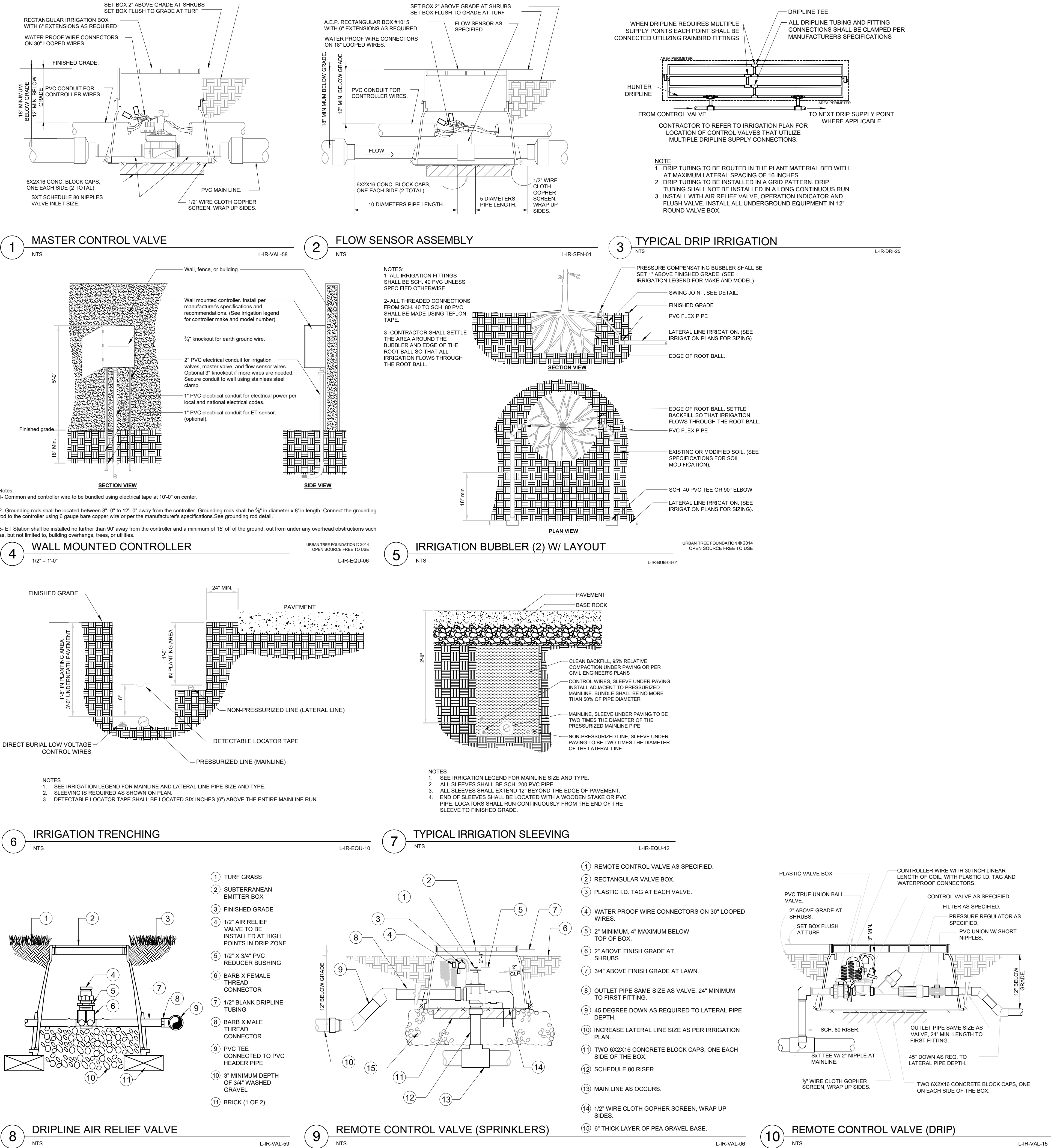
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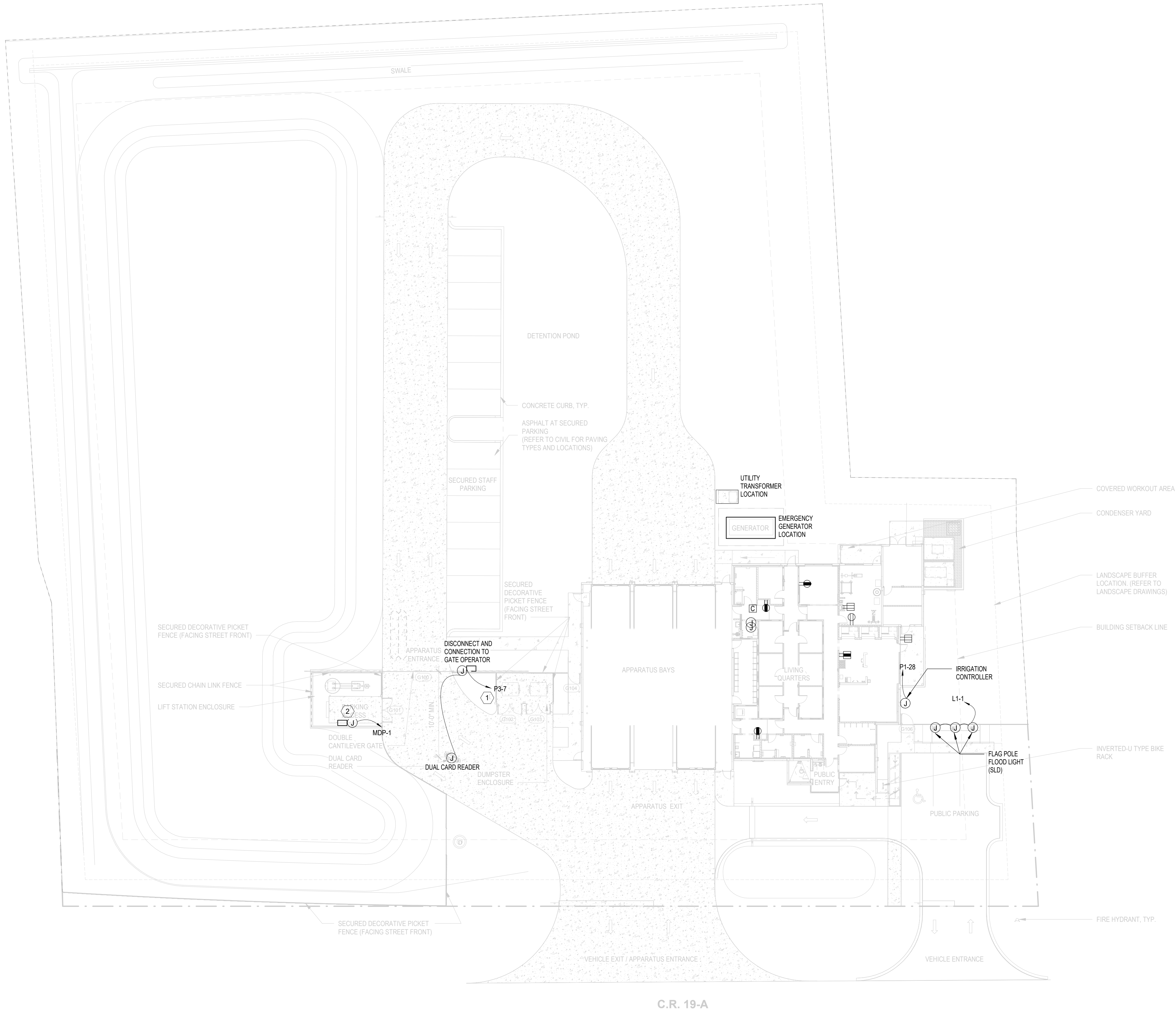
• project no.
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• sheet number:
L-301



TYPICAL IRRIGATION SPECIFICATION AND NOTES

1. THE SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE. ANY CHANGES MADE IN THE LAYOUT DUE TO FIELD CONDITIONS SHALL BE IN ACCORDANCE WITH THESE STANDARDS.
2. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.
3. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.
4. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.
5. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.
6. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.
7. IRRIGATION CONTRACTOR TO PROVIDE POWER SUPPLY TO ELECTRIC CONTROLLER.
8. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTION.
9. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH PRESERVED PLANT COMMUNITIES OR WITHIN WETLANDS OR THEIR ASSOCIATED BUFFERS.
10. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS, AS SPECIFIED.
11. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
12. CONTRACTOR TO COORDINATE LOCATION OF METER AND WITH PROJECT OWNER.
13. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR ALL SLEEVING.
14. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.
15. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SLEEVES AS NOTED. WHERE ELECTRIC CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.
16. SLEEVES UNDER EXISTING PAVEMENT MUST BE DIRECTIONAL BORE. OPEN CUT IS NOT AN OPTION.
17. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS.
18. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR-CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.
19. ALL CONTROL VALVES, WIRE SPLICES AND GATE VALVES SHALL BE LOCATED WITHIN VALVE BOXES.
20. ALL UNSIZED PIPE SHALL BE 3/4" UNLESS OTHERWISE NOTED ON PLAN. SEE LATERAL PIPE SIZING REQUIREMENTS.
21. LOCATE BUBBLER ON THE UPHILL SIDE OF TREES ON ALL SLOPES.
22. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES).
23. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION LATERAL SHALL BE ONE (1) PIPE SIZE LARGER THAN VALVE SIZE. WHERE MAINLINES RUN PARALLEL TO PAVEMENT OR CURBING, THE MAINLINE SHALL BE OFFSET 2'-0" FROM THE EDGE OF PAVEMENT OR CURB.
24. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. BUBBLERS, DRIPLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.
25. IRRIGATION CONTRACTOR TO COORDINATE WITH OWNER FOR FINAL CONTROLLER AND RAIN SENSOR LOCATIONS. THE CONTROLLER SHALL BE PLACED IN A LOCKING CABINET IN THE MOST INCONSPICUOUS AREA APPROPRIATE FOR ITS LOCATION.
26. LOCATE THE AUTOMATIC RAIN SENSOR SHUTOFF DEVICE IN AN AREA THAT IS UNOBSTRUCTED BY TREES, ROOF OVERHANGS, OR ANY OTHER OVERHEAD OBJECT. THE SENSOR SHALL NOT BE PLACED WITHIN THE SPRAY ZONE OF ANY SPRINKLER HEAD, INCLUDING OFF-SITE IRRIGATION. CONTRACTOR SHALL LOCATE SENSOR WITHIN CLOSE PROXIMITY TO THE IRRIGATION CONTROLLER.
27. CONTRACTOR SHALL PERFORM HYDRO-TESTING OF MAIN LINES.
28. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS. IF REQUIRED, ALL WIRING FOR A TWO WIRE PATH SHALL BE WITH RED/BLUE TWISTED PAIR 14 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. SPLICING SHALL BE MINIMIZED AND SHALL BE IN VALVE BOXES. ALL 24 VOLT WIRING SHALL BE DONE IN ACCORDANCE WITH EXISTING CODES. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION.
29. ALL CONTROL WIRE SHALL BE INSTALLED IN A ELECTRICAL CONDUIT.
30. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.
31. ALL UNIMPROVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR.



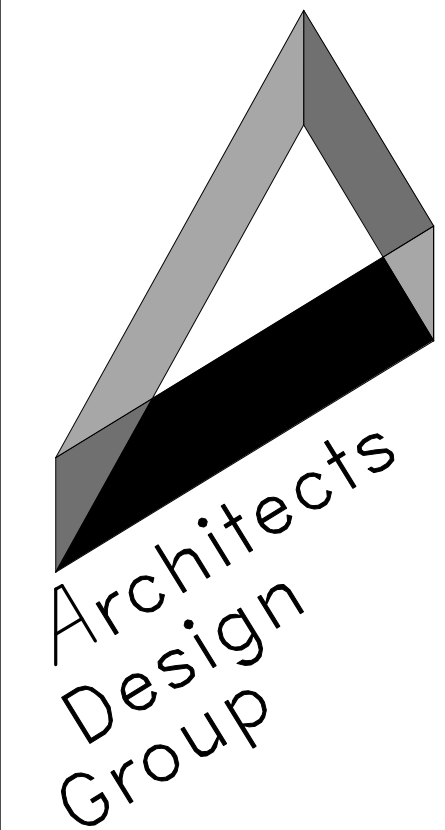


GENERAL NOTES:

- a. REFER TO SYMBOL LEGEND ON SHEET E-001.
- b. REFER TO BOOK SPECIFICATIONS.
- c. REFER TO EQUIPMENT SCHEDULES ON DRAWINGS E-701 FOR DISCONNECT, CONDUIT AND WIRE SIZES.
- d. ALL FEEDERS ARE TO HAVE LESS THAN 2% TOTAL VOLTAGE DROP AND ALL BRANCH CIRCUITS SHALL HAVE LESS THAN 3% VOLTAGE DROP.
- e. IF CIRCUITS ARE COMBINED AND RUN AS MULTI-WIRE BRANCH CIRCUITS SHARING A COMMON NEUTRAL, THEN EACH UNGROUNDED CONDUCTOR MUST BE DISCONNECTED SIMULTANEOUSLY BY A COMMON TRIP CIRCUIT BREAKER. CONTRACTOR MAY, AT THEIR OPTION, PROVIDE EITHER COMMON TRIP MULTI-POLE CIRCUIT BREAKERS OR UTILIZE MANUFACTURERS LISTED HANDLE TIES IN ORDER TO PROVIDE THE SIMULTANEOUS TRIP. THESE DEVICES ARE NOT SHOWN IN THE PANEL SCHEDULES AND MUST BE PROVIDED BY THIS SCOPE OF WORK. NO MORE THAN 3 CURRENT CARRYING CONDUCTORS MAY BE COMBINED IN A SINGLE RACEWAY WITHOUT PRIOR APPROVAL BY THE ENGINEER OF RECORD (EOR).
- f. CONTRACTOR TO SEGREGATE ALL GROUNDS AND NEUTRALS ONTO THE CORRECT BUS.
- g. ENSURE ALL WIRES ARE TAGGED PER IDENTIFICATION SPECIFICATION.
- h. CONTRACTOR IS TO COORDINATE WITH ELECTRIC DIVISION OF CITY OF MOUNT DORA AS PER RULES AND PROCEDURES.

PLAN KEYNOTES:

- 1. PROVIDE 1" HOMERUN CONDUIT FOR GATE CONTROLS TO COMMUNICATIONS ROOM. COORDINATE MANUFACTURERS INSTALLATION INSTRUCTIONS AND PROVIDE ALL NECESSARY CONDUIT AND WIRE INTERCONNECTIONS FOR CARD READER AND GATE CONTROLLERS.
- 2. PROVIDE SERVICE DISCONNECT AND CONNECTION TO LIFT STATION.



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**MOUNT DORA FIRE
STATION 35**

**CITY OF MOUNT
DORA**

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• revisions/addenda		
Number	Description	Date Issued

• sheet title
**ELECTRICAL SITE
PLAN**

- scale: 1" = 20'-0"
- drawn: Author
- checked: Checker
- approved: Approver
- date: 08/16/2021

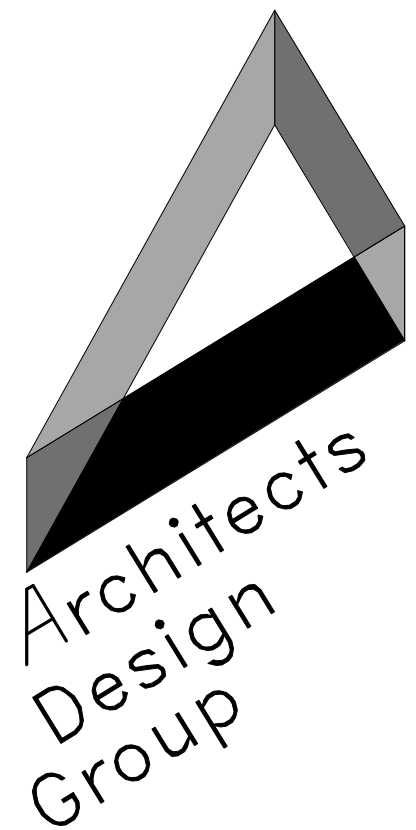
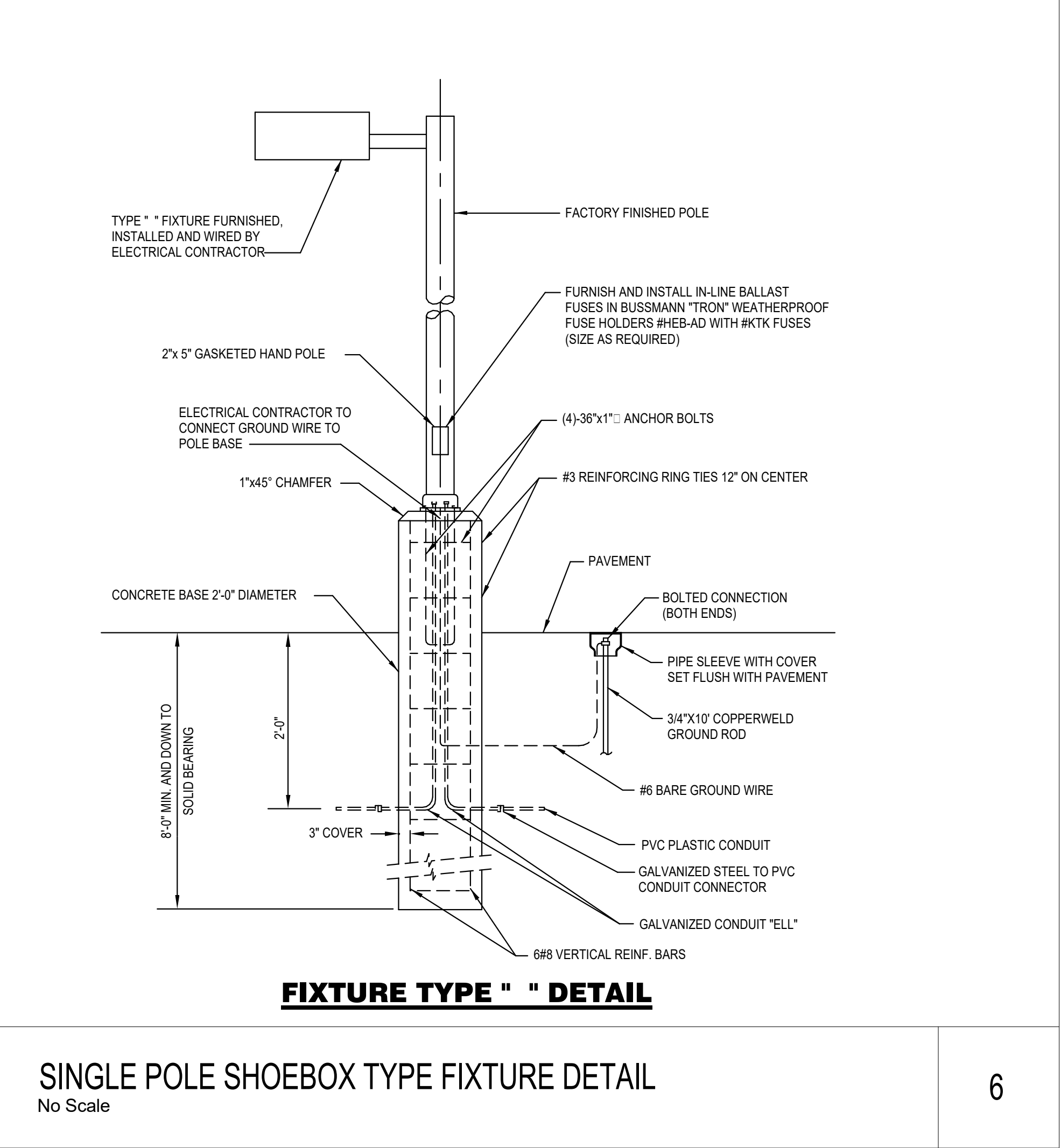
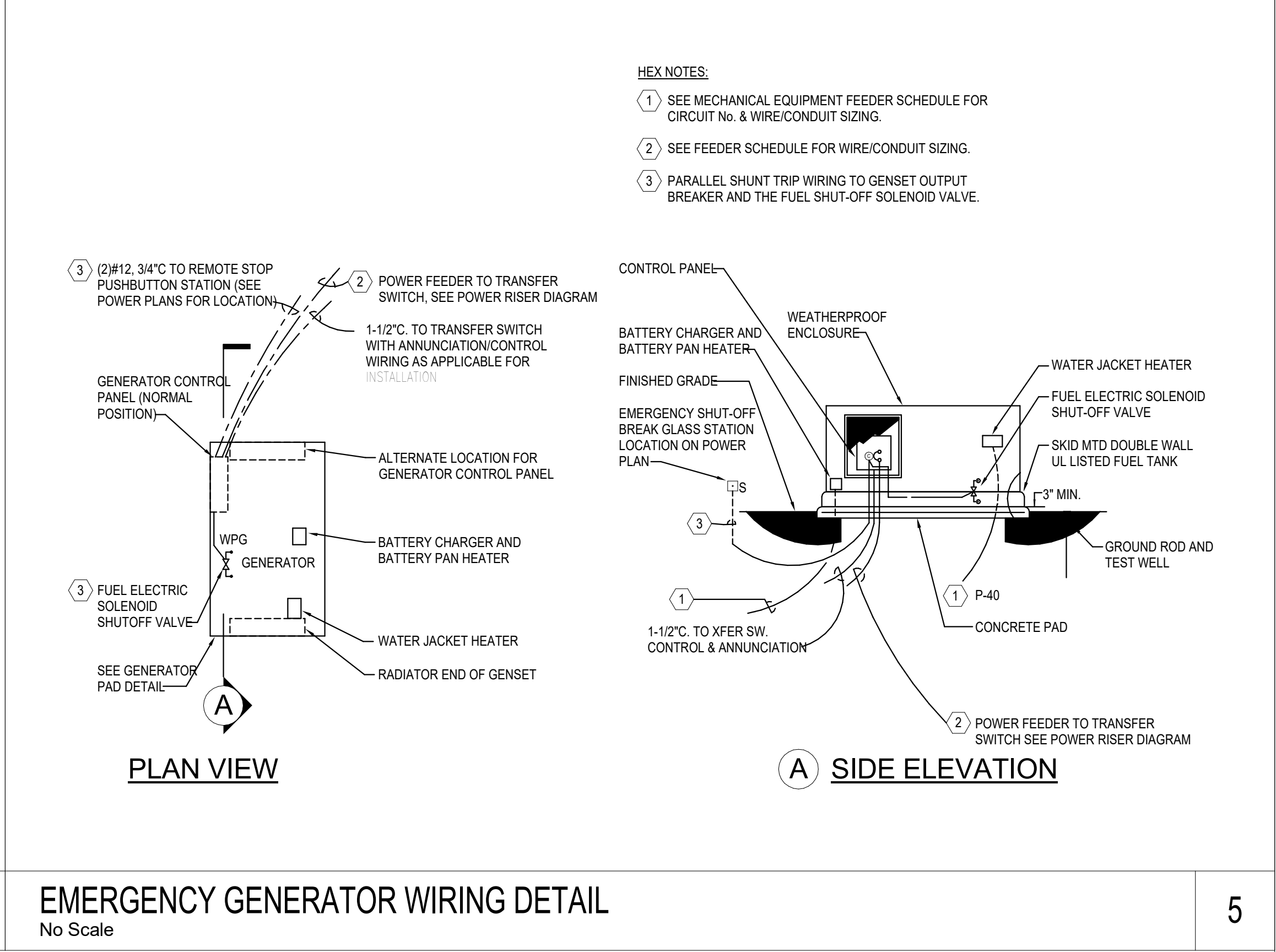
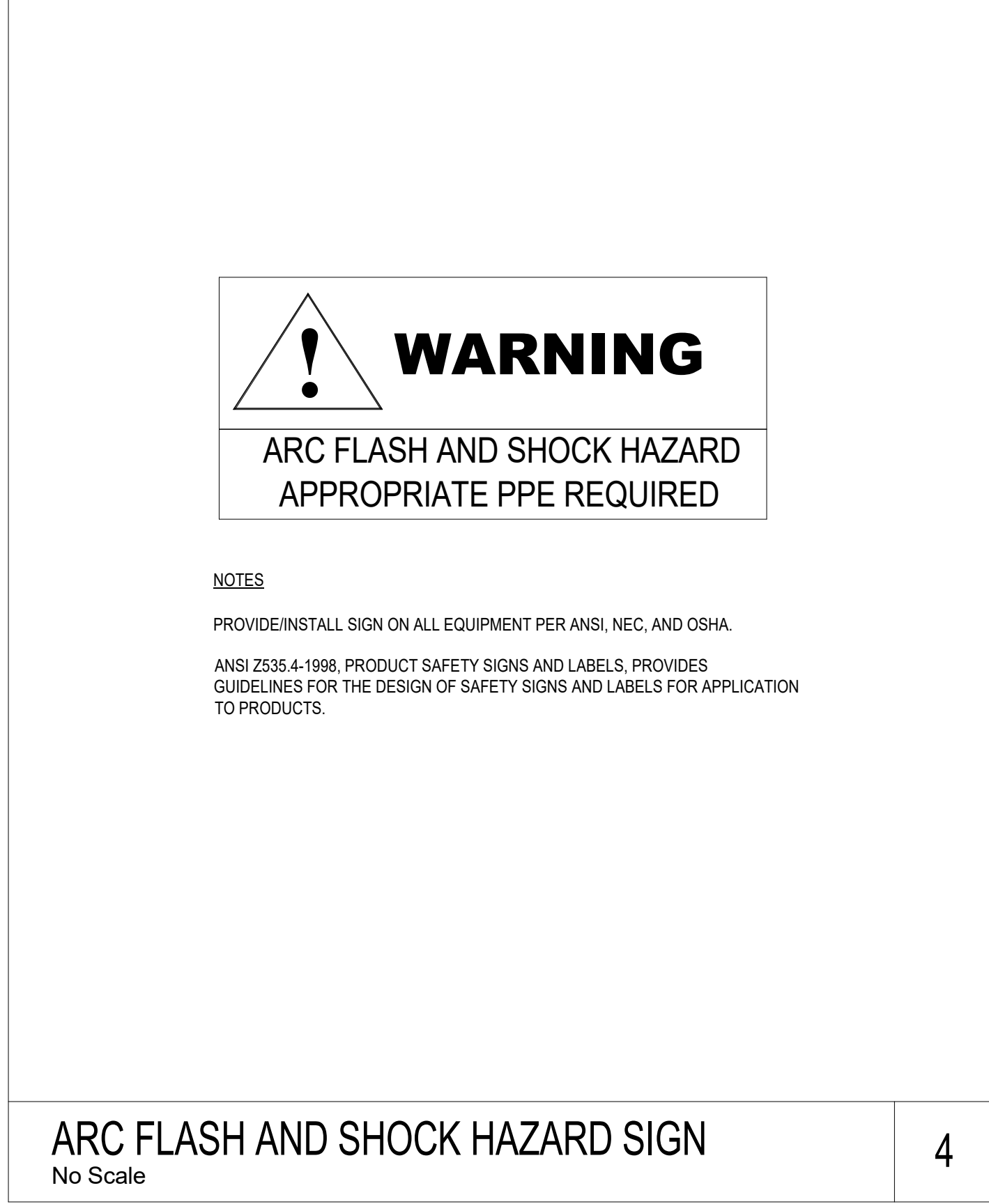
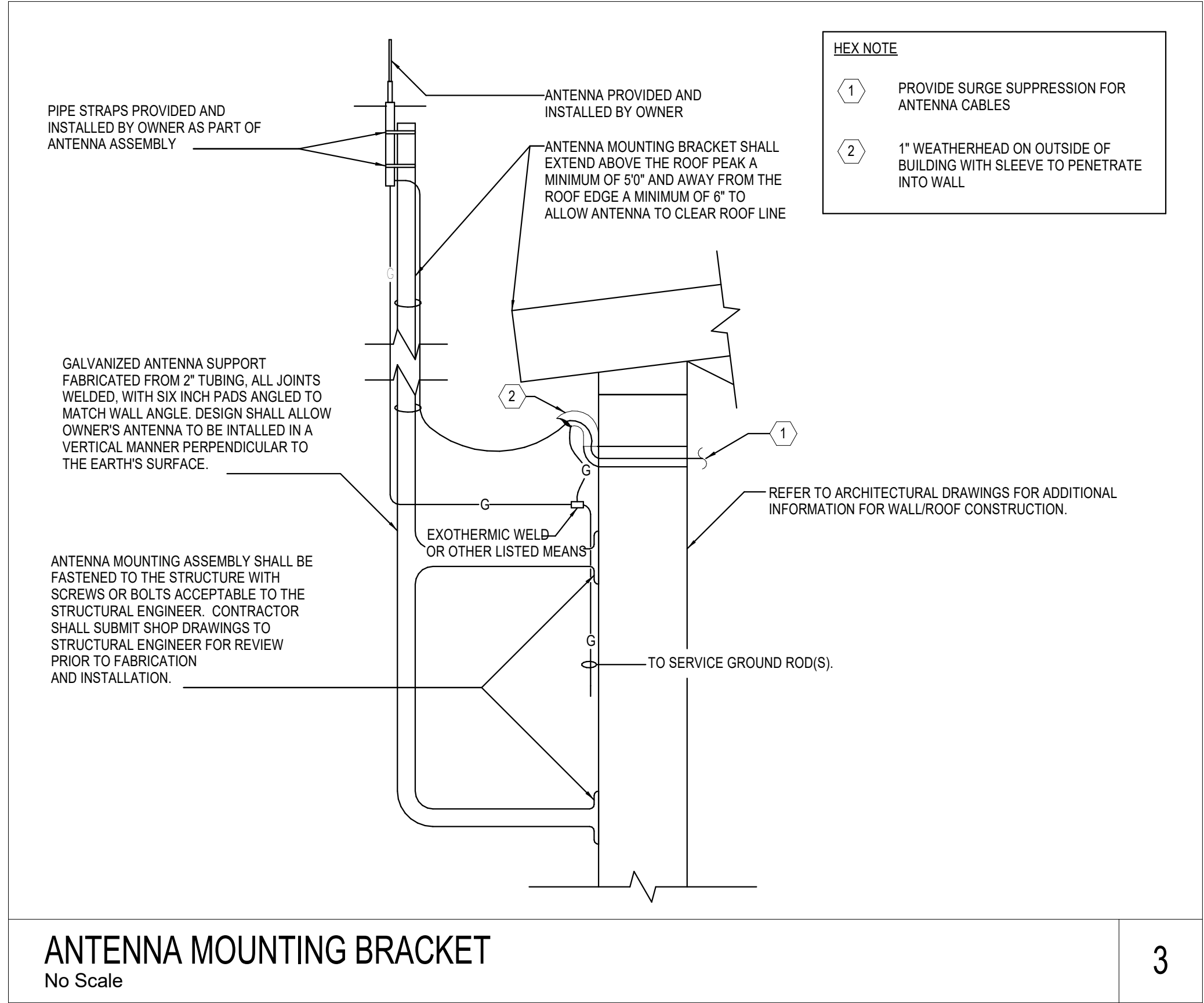
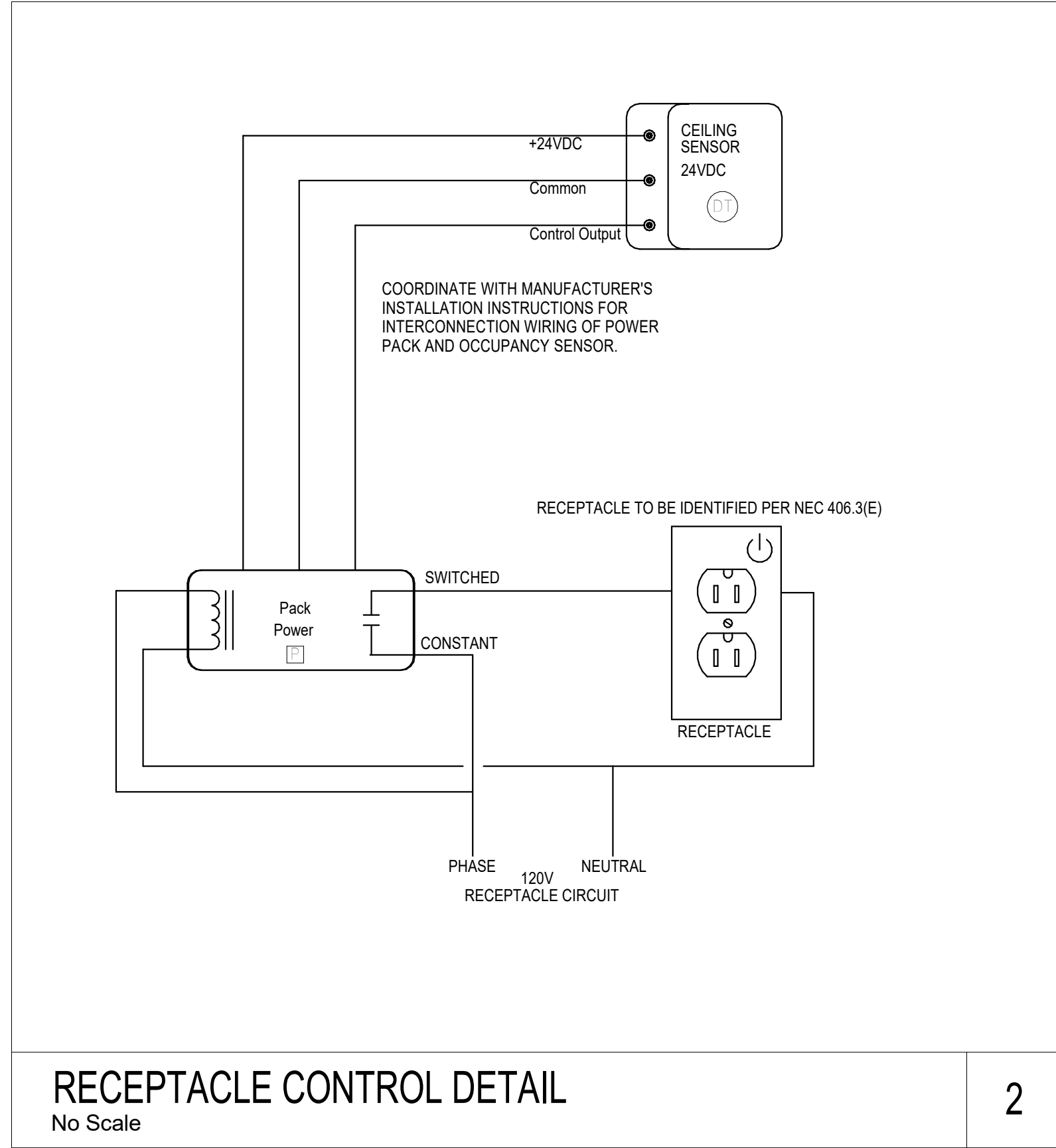
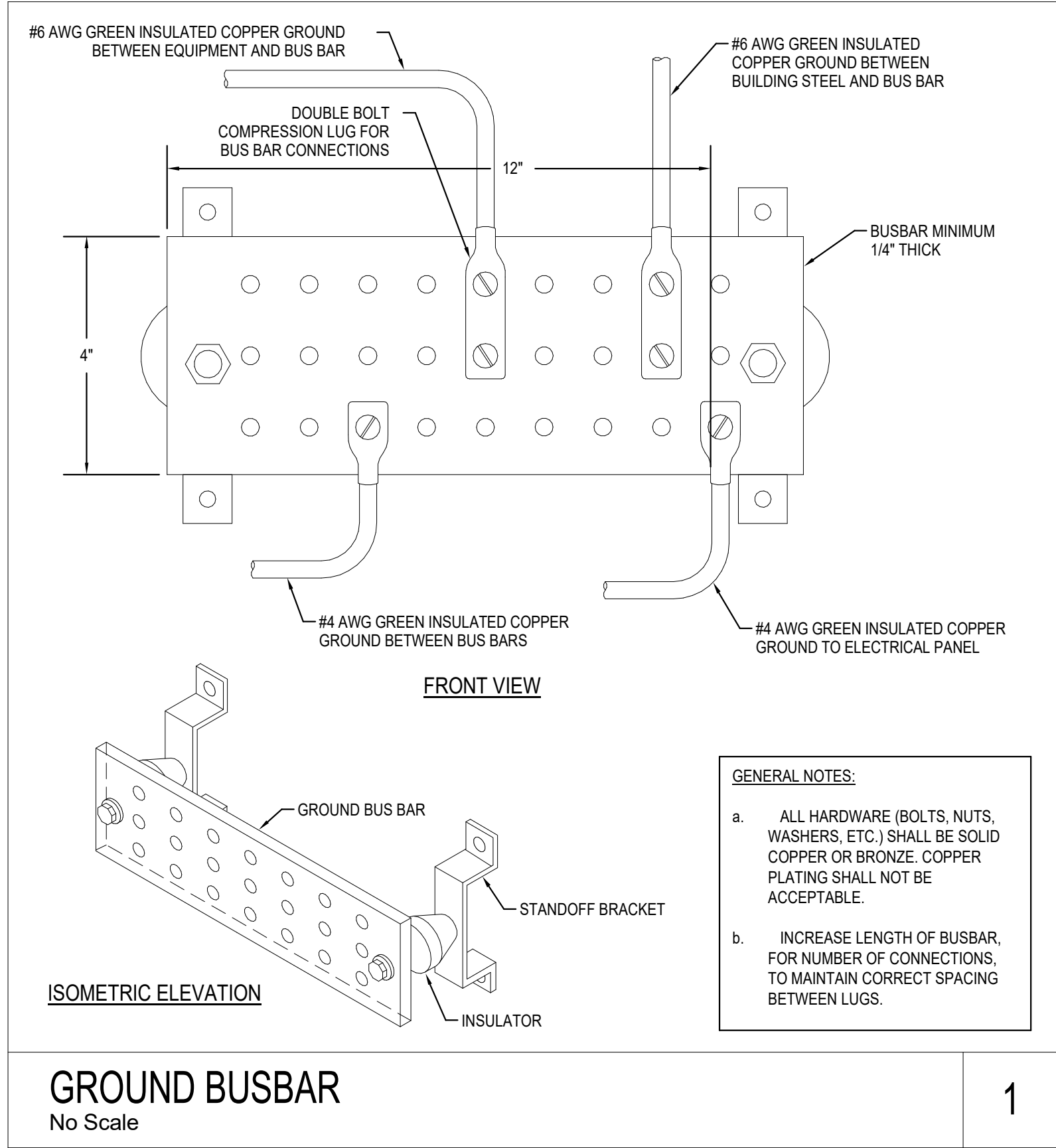
• project no.

• sheet number:

E-101

POWER SITE PLAN

1
E-101
1" = 20'-0"



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MOUNT DORA FIRE STATION 35

CITY OF MOUNT DORA

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• revisions/addenda

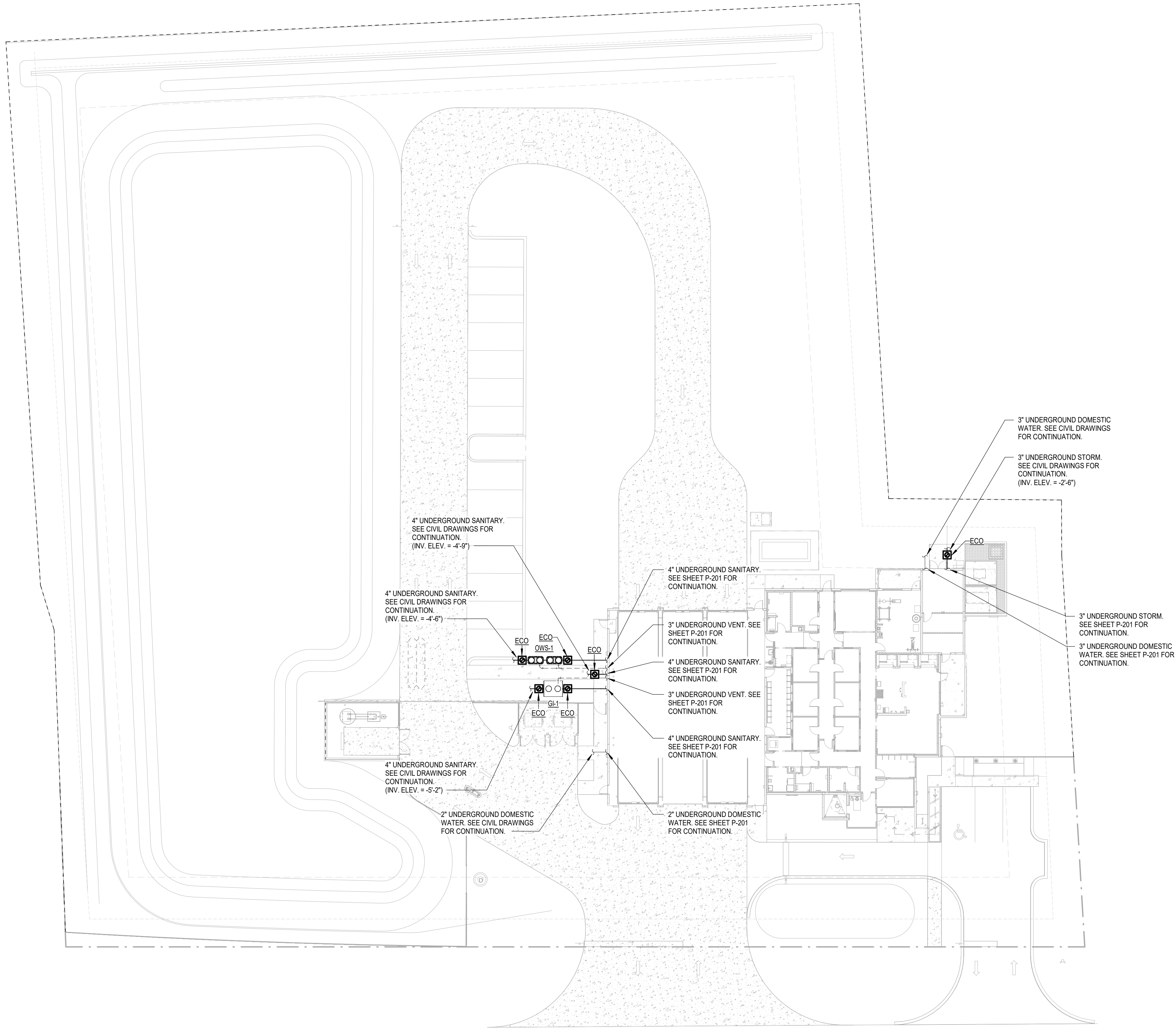
Number	Description	Date Issued
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• sheet title
ELECTRICAL DETAILS

• scale: 12" = 1'-0"
• drawn: Author
• checked: Checker
• approved: Approver
• date: 08/16/2021

• project no.

• sheet number:
E-802



PLUMBING SITE PLAN
1
P-101
1" = 20'-0"



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**MOUNT DORA FIRE
STATION 35**

**CITY OF MOUNT
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• revisions/addenda

Number	Description	Date Issued
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• sheet title
**PLUMBING SITE
PLAN**

• scale: 1" = 20'-0"
• drawn: FB
• checked: JS
• approved: JS
• date: 08/16/2021

• project no.

• sheet number:

P-101

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND WHARTON-SMITH, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY” and Wharton-Smith, Inc., 750 Monroe Street, Sanford, Florida 32771, hereinafter referred to as the “CONSTRUCTION MANAGER”.

WITNESSETH:

WHEREAS, on January 8, 2020, the CITY approved the Agreement with the CONSTRUCTION MANAGER to provide construction manager at risk services for multiple City fire stations and adjoining related facilities (Project); and

WHEREAS, upon substantial completion of the design documents to establish the scope of services for the Project, the Agreement contemplates that a Guaranteed Maximum Price (GMP) will be established and approved by the CITY; and

WHEREAS, the design documents for the Fire Station 35 portion of the Project are sufficiently complete and the GMP for Fire Station 35 has been established; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to update and include the necessary information as required upon the establishment of the GMP and as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and the CONSTRUCTION MANAGER is amended as follows:

1. **Exhibit “B”**, Drawings and Specifications, to the Agreement is hereby updated to include **Exhibit “B-1”**, attached hereto, related to Fire Station 35.
2. **Exhibit “C”**, Construction Manager Staff, to the Agreement is hereby updated to include **Exhibit “C-1”**, attached hereto, related to Fire Station 35.
3. Article 7, Guaranteed Maximum Price for Construction, is hereby amended to include the GMP for the completion of Fire Station 35, attached hereto as **Composite Exhibit “H”**.
4. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST
MAYOR

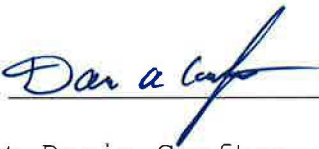
ATTEST:

Jessica Burnham, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Sherry G. Sutphen, City Attorney

CONSTRUCTION MANAGER

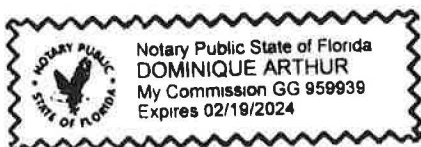
By: 
Print: Darin Crafton

Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Darin Crafton, as EVP , of Wharton-Smith, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 11 day of OCTOBER , 2021.

(stamp)



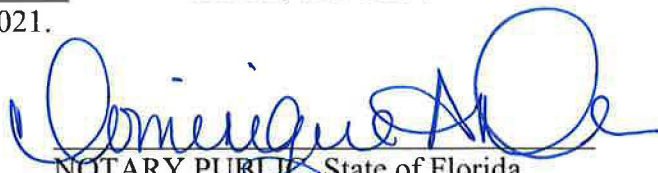

NOTARY PUBLIC, State of Florida

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

Deliverable: GMP
Owner: City of Mount Dora
Project: Mount Dora Fire Station No. 35

Doc Type: Drawings
Architect: Architects Design Group
Titled: Mount Dora Fire Station No. 35
Dated: 08/16/21
Phase: GMP Bid and Permit Check Set

Sheet No.	Sheet Title	Issue Date
G-000	Cover Sheet	08/16/21
G-001	General Legends And Symbols	08/16/21
G-100	Project Criteria	08/16/21
G-101	Life Safety Plan	08/16/21
G-200	UI Details	08/16/21
G-201	UI Details	08/16/21
G-202	Misc. Details	08/16/21
C-000	Cover Sheet	08/16/21
S-001	Survey (1 Of 2)	08/16/21
S-002	Survey (2 Of 2)	08/16/21
C-100	Demolition Plan	08/16/21
C-200A	Site & Geometry Plan	08/16/21
C-200B	Site & Geometry Plan	08/16/21
C-201A	Vehicle Tracking Plan	08/16/21
C-201B	Vehicle Tracking Plan	08/16/21
C-210	Expansion Joint & Sawcut Plan	08/16/21
C-300A	Grading Plan	08/16/21
C-300B	Grading Plan	08/16/21
C-301A	Drainage Plan	08/16/21
C-301B	Drainage Plan	08/16/21
C-400	Utility Plan	08/16/21
C-500	Demolition Details	08/16/21
C-600	Civil Details	08/16/21
C-601	Concrete Pavement Joint Details	08/16/21
C-700	Grading & Drainage Details	08/16/21
C-701	Grading & Drainage Details	08/16/21
C-800	Utility Details	08/16/21
C-801	Utility Details	08/16/21
C-802	Utility Details	08/16/21
C-803	Utility Details	08/16/21
C-804	Utility Details	08/16/21
C-805	Utility Details	08/16/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

C-810	Lift Station Details	08/16/21
L-101	Vegetation Management Plan	08/16/21
L-201	Landscape Plan	08/16/21
L-301	Irrigation Plan	08/16/21
L-302	Irrigation Details	08/16/21
S-001	Structural General Notes	08/16/21
S-002	Structural General Notes	08/16/21
S-003	Structural General Notes	08/16/21
S-004	Abbreviations, Symbol Legend & Wind Schedule	08/16/21
S-101	Foundation Plan	08/16/21
S-101.1	Foundation Plan -Site Walls	08/16/21
S-102	Roof Framing Plan	08/16/21
S-201	Foundation Sections & Details	08/16/21
S-202	Foundation Sections & Details	08/16/21
S-301	Roof Framing Sections & Details	08/16/21
S-401	Tilt-Up Panel Reinforcing, Notes & Details	08/16/21
S-402	Tilt-Up Panel Details & Embeds	08/16/21
S-403	Tilt-Up Panel Elevations	08/16/21
S-501	Schedules	08/16/21
S-502	Schedules	08/16/21
A-001	Architectural Site Plan	08/16/21
A-010	Site Details	08/16/21
A-011	Site Details	08/16/21
A-012	Site Details	08/16/21
A-013	Site Details -Add alternates	08/16/21
A-014	Site Details -Add alternates	08/16/21
A-101	Floor Plan Partition Types	08/16/21
A-102	Dimension Plan	08/16/21
A-111	Reflected Ceiling Plan	08/16/21
A-112	Ceiling Details	08/16/21
A-121	Roof Plan	08/16/21
A-131	Enlarged Plans	08/16/21
A-132	Enlarged Plans	08/16/21
A-133	Enlarged Plans & Elevations	08/16/21
A-141	Plan Details	08/16/21
A-142	Plan Details	08/16/21
A-151	Furniture & Equipment Plans + Schedule	08/16/21
A-201	Exterior Elevations	08/16/21
A-202	Exterior Elevations	08/16/21
A-203	Exterior Elevations -Dimensions	08/16/21
A-204	Exterior Elevations -Dimensions	08/16/21
A-301	Building Sections	08/16/21
A-302	Building Sections	08/16/21
A-303	Building Sections	08/16/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

A-311	Wall Sections	08/16/21
A-312	Wall Sections	08/16/21
A-313	Wall Sections	08/16/21
A-321	Roof & Vertical Details	08/16/21
A-322	Roof & Vertical Details	08/16/21
A-323	Roof & Vertical Details	08/16/21
A-330	Misc. Details	08/16/21
A-400	Exterior Signage	08/16/21
A-501	Window Schedule	08/16/21
A-511	Window Details	08/16/21
A-512	Window Details	08/16/21
A-601	Door Schedule	08/16/21
A-611	Door Details	08/16/21
A-612	Door Details	08/16/21
A-613	Door Details	08/16/21
A-900	Tilt Wall Plan	08/16/21
A-901	Tilt Wall Elevations	08/16/21
A-902	Tilt Wall Elevations	08/16/21
ID-001	Interior Notes And Details	08/16/21
ID-101	Finish Plan	08/16/21
ID-201	Interior Elevations	08/16/21
ID-202	Interior Elevations	08/16/21
ID-203	Interior Elevations	08/16/21
ID-204	Interior Elevations	08/16/21
ID-205	Interior Elevations	08/16/21
ID-206	Interior Elevations	08/16/21
ID-301	Millwork Details	08/16/21
ID-302	Millwork Details	08/16/21
ID-401	Interior Finish Legend	08/16/21
ID-501	Interior Finish Schedule	08/16/21
ID-601	Interior Signage	08/16/21
M-001	Mechanical Symbols And Specification	08/16/21
M-201	Mechanical Floor Plan	08/16/21
M-202	Mechanical Roof Plan	08/16/21
M-301	Mechanical Sections	08/16/21
M-601	Mechanical Control Drawings	08/16/21
M-602	Mechanical Control Drawings	08/16/21
M-701	Mechanical Schedules	08/16/21
M-801	Mechanical Details	08/16/21
M-802	Mechanical Details	08/16/21
E-001	Electrical Symbols And Specifications	08/16/21
E-101	Electrical Site Plan	08/16/21
E-102	Electrical Site Photometrics	08/16/21
E-201	Electrical Lighting Plan	08/16/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

E-301	Electrical Power 1St Floor Plan	08/16/21
E-302	Electrical Power Roof Plan	08/16/21
E-501	Electrical One Line Diagram	08/16/21
E-601	Electrical Distribution And Feeder Schedule	08/16/21
E-701	Electrical Panel Schedules	08/16/21
E-702	Electrical Panel Schedules	08/16/21
E-703	Electrical Panel Schedules	08/16/21
E-801	Electrical Details	08/16/21
E-802	Electrical Details	08/16/21
E-803	Electrical Details	08/16/21
P-001	Plumbing Symbols And Specifications	08/16/21
P-101	Plumbing Site Plan	08/16/21
P-201	Plumbing Underground Plan	08/16/21
P-301	Plumbing Floor Plan	08/16/21
P-501	Plumbing Riser Diagrams	08/16/21
P-502	Plumbing Riser Diagrams	08/16/21
P-503	Plumbing Riser Diagrams	08/16/21
P-701	Plumbing Schedules	08/16/21
P-801	Plumbing Details	08/16/21
P-802	Plumbing Details	08/16/21
F-001	Fire Symbols And Specifications	08/16/21
F-201	Fire Protection 1St Floor Plans	08/16/21
F-801	Fire Details	08/16/21
T-000	Technology Legend	08/16/21
T-001	Technology Site Plan	08/16/21
T-101	Voice Data Level 01 Floor Plan	08/16/21
T-201	Audiovisual -Security level 01	08/16/21
T-401	Enlarged Plans -Rack Elevations -	08/16/21
T-521	Audio Video Elevations	08/16/21
T-522	Audio Video Elevations	08/16/21
T-611	Voice Data Riser Diagrams	08/16/21
T-621	Security Online Diagrams	08/16/21
T-711	Technology Details	08/16/21
T-712	Technology Details	08/16/21
T-731	Technology Details	08/16/21
T-732	Technology Details	08/16/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

Doc Type: Specifications
Architect: Architects Design Group
Titled: City of Mount Dora Fire Station No. 35
Dated: 07/19/21
Phase: 90% Construction Documents

Spec No.	Title	Issue Date
00 31 32	Geotechnical Data Geotechnical Report	07/19/21
01 10 00	Summary	07/19/21
01 23 00	Alternates	07/19/21
01 25 00	Substitution Procedures	07/19/21
01 26 00	Contract Modification Procedures	07/19/21
01 29 00	Payment Procedures	07/19/21
01 31 00	Project Management And Coordination	07/19/21
01 32 00	Construction Progress Documentation	07/19/21
01 32 33	Photographic Documentation	07/19/21
01 33 00	Submittal Procedures	07/19/21
01 40 00	Quality Requirements	07/19/21
01 42 00	References	07/19/21
01 50 00	Temporary Facilities And Controls	07/19/21
01 60 00	Product Requirements	07/19/21
01 73 00	Execution	07/19/21
01 77 00	Closeout Procedures	07/19/21
01 78 23	Operation And Maintenance Data	07/19/21
01 78 39	Project Record Documents	07/19/21
01 79 00	Demonstration And Training	07/19/21
03 11 00	Concrete Forming	07/19/21
03 20 00	Concrete Reinforcing	07/19/21
03 30 00	Cast-In-Place Concrete	07/19/21
03 35 43	Stained Concrete Finishing	07/19/21
03 47 13	Tilt-Up Concrete	07/19/21
05 12 00	Structural Steel Framing	07/19/21
05 21 00	Steel Joist Framing	07/19/21
05 31 00	Steel Decking	07/19/21
05 50 00	Metal Fabrications	07/19/21
05 75 00	Aluminum Visual Screening Panels	07/19/21
06 10 53	Miscellaneous Rough Carpentry	07/19/21
06 41 16	Plastic-Laminate-Clad Architectural Cabinets	07/19/21
07 13 26	Blindside Horizontal Sheet Waterproofing	07/19/21
07 21 00	Building Insulation	07/19/21
07 22 00	Roof Insulation	07/19/21
07 26 00	Underslab Vapor Retarder	07/19/21
07 42 13	23 Metal Composite Material Panels	07/19/21
07 42 93	Metal Soffit Panels	07/19/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

07 46 46	• Fiber Cement	07/19/21
07 54 23	• Thermoplastic Polyolefin (TPO) Roofing Membrane Roofing	07/19/21
07 62 00	• Sheet Metal Flashing And Trim	07/19/21
07 72 33	• Roof Hatch	07/19/21
07 84 13	• Penetration Firestopping	07/19/21
07 92 00	• Joint Sealants	07/19/21
08 11 13	• Hollow Metal Doors And Frames	07/19/21
08 14 16	• Flush Wood Doors	07/19/21
08 33 23	• Overhead Coiling Doors	07/19/21
08 36 13	• Sectional Overhead Doors	07/19/21
08 41 13	• Aluminum-Framed Entrances And Storefronts	07/19/21
08 56 59	• Service And Teller Window Units	07/19/21
08 71 00	• Door Hardware	07/19/21
08 80 00	• Glazing	07/19/21
08 83 00	• Mirrors	07/19/21
09 22 16	• Non-Structural Metal Framing	07/19/21
09 29 00	• Gypsum Board	07/19/21
09 30 00	• Tiling	07/19/21
09 51 13	• Acoustical Panel Ceilings	07/19/21
09 65 13	• Resilient Base And Accessories	07/19/21
09 56 66	• Resilient Athletic Flooring	07/19/21
09 72 00	• Wall Coverings	07/19/21
09 84 13	• Fixed Sound Absorptive Panels	07/19/21
09 84 36	• Suspended Ceiling Baffles	07/19/21
09 91 00	• Painting	07/19/21
10 11 00	• Visual Display Units	07/19/21
10 14 16	• Plaques	07/19/21
10 14 19	• Dimensional Letter Signage	07/19/21
10 14 23	• Interior Signage	07/19/21
10 26 00	• Wall Protection	07/19/21
10 28 13	• Toilet Accessories	07/19/21
10 41 16	• Emergency Key Cabinets	07/19/21
10 43 13	• Defibrillator Specialties	07/19/21
10 44 00	• Fire Protection Specialties	07/19/21
10 51 15	• Gear Lockers	07/19/21
10 51 53	• Locker Room Benches	07/19/21
10 73 16	• Aluminum Canopies	07/19/21
10 75 16	• Ground-Set Flagpoles	07/19/21
10 82 33	• Equipment Screens	07/19/21
11 31 00	• Appliances	07/19/21
12 24 13	• Roller Window Shades	07/19/21
12 35 33	• Metal Casework	07/19/21
12 36 16	• Metal Countertops	07/19/21
12 36 61	• Solid Surface Countertops	07/19/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

12 93 13	• Bicycle Racks	07/19/21
21 05 00	• Common Work Results For Fire Suppression	07/19/21
21 11 00	• Facility Fire Suppression Water Service Piping	07/19/21
21 13 13	• Wet Pipe Sprinkler System	07/19/21
22 05 00	• Common Work Results For Plumbing	07/19/21
22 05 19	• Meters And Gages For Plumbing Piping	07/19/21
22 05 23	• General-Duty Valves For Plumbing Piping	07/19/21
22 05 29	• Hangers And Supports For Plumbing Piping And Equipment	07/19/21
22 05 53	• Identification For Plumbing Piping And Equipment	07/19/21
22 07 00	• Plumbing Insulation	07/19/21
22 11 16	• Domestic Water Piping	07/19/21
22 11 19	• Domestic Water Piping Specialties	07/19/21
22 13 16	• Sanitary Waste And Vent Piping	07/19/21
22 13 19	• Sanitary Waste Piping Specialties	07/19/21
22 13 23	• Sanitary Waste Interceptors	07/19/21
22 33 00	• Electric Domestic Water Heaters	07/19/21
22 40 00	• Plumbing Fixtures	07/19/21
22 47 00	• Drinking Fountains And Water Coolers	07/19/21
23 05 00	• Common Work Results For Hvar	07/19/21
23 05 13	• Common Motor Requirements For Hvar Equipment	07/19/21
23 05 17	• Sleeves And Sleeve Seals For Hvar Piping	07/19/21
23 05 29	• Hangers & Supports For Hvar Piping & Equipment	07/19/21
23 05 48	• Vibration Controls For Hvar Equipment	07/19/21
23 05 53	• Identification For Hvar Piping & Equipment	07/19/21
23 05 93	• Testing, Adjusting, And Balancing For Hvar	07/19/21
23 07 13	• Duct Insulation	07/19/21
23 07 19	• Hvar Piping Insulation	07/19/21
23 08 00	• Commissioning Of Hvar Systems	07/19/21
23 31 13	• Metal Ducts	07/19/21
23 33 00	• Air Duct Accessories	07/19/21
23 34 23	• Hvar Power Ventilators	07/19/21
23 36 00	• Air Terminal Units	07/19/21
23 37 13	• Diffusers, Registers And Grilles	07/19/21
23 73 13	• Modular Indoor Central-Station Air Handling Units	07/19/21
23 81 26	• Split-System Air-Conditioners	07/19/21
26 05 00	• Common Works Results For Electrical	07/19/21
26 05 19	• Low Voltage Conductors And Cables	07/19/21
26 05 26	• Grounding And Bonding	07/19/21
26 05 29	• Hangers And Supports	07/19/21
26 05 33	• Raceways And Boxes	07/19/21
26 05 36	• Cable Trays	07/19/21
26 05 53	• Identification Of Electrical Systems	07/19/21
26 05 73	• Overcurrent Device Coordination Study With Arc Flash Analysis	07/19/21
26 09 23	• Stand Alone Lighting Control Devices	07/19/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

26 24 16	•	Panelboards	07/19/21
26 27 26	•	Wiring Devices	07/19/21
26 28 13	•	Fuses	07/19/21
26 28 16	•	Enclosed Switches And Circuit Breakers	07/19/21
26 32 13	•	Diesel Generator	07/19/21
26 36 00	•	Transfer Switches	07/19/21
26 43 13	•	Surge Protection Devices	07/19/21
26 51 00	•	Interior Lighting	07/19/21
26 56 00	•	Exterior Lighting	07/19/21
27 00 10	•	Technology General Provisions	07/19/21
27 05 26	•	Grounding And Bonding For Telecommunications Systems	07/19/21
27 05 28	•	Raceways For Technology	07/19/21
27 10 00	•	Structured Cabling System	07/19/21
28 10 00	•	Electronic Security Systems	07/19/21
28 20 00	•	Closed Circuit Television-Video Surveillance System	07/19/21
28 31 11	•	Addressable Fire Alarm System	07/19/21
31 11 00	•	Clearing And Grubbing	07/19/21
31 23 00	•	Excavation And Fill	07/19/21
31 31 16	•	Termite Control	07/19/21
32 12 16	•	Asphaltic Concrete Paving	07/19/21
32 13 13	•	Concrete Paving	07/19/21
32 30 00	•	Site Improvements	07/19/21
32 31 13	•	Chain Link Fences	07/19/21
32 31 19	•	Decorative Metal Fences And Gates	07/19/21
33 11 00	•	Water Distribution Systems	07/19/21
33 30 00	•	Sanitary Sewage System	07/19/21
33 41 00	•	Storm Drainage Piping	07/19/21

Doc Type: Stormwater Calculations
By: Avcon
Titled: City of Mount Dora Fire Station #35 Stormwater Calculations
Dated: 09/07/21

Doc Type: Utility Calculations
By: Avcon
Titled: City of Mount Dora Fire Station #35 Utility Calculations
Dated: 09/07/21

Exhibit "B-1"
Drawings and Specifications
City of Mount Dora Fire Station No. 35

Signature of Acknowledgement:

Architect of Record: Architects Design Group

Signature: 

Printed: Lori Godbold

Date: 10/7/21

Construction Manager: Wharton-Smith, Inc.

Signature: 

Printed: Darin A. Crafton

Date: October 6, 2021

Exhibit "C-1"
Construction Manager Staff
City of Mount Dora Fire Station 35

<u>Position</u>	<u>Name</u>	<u>On Site/Offsite</u>
Project Executive	Roberto Fonseca	On-Site and Offsite
Sr. Project Manager	Jeffery Williams	On-Site and Offsite
Superintendent	Jason Anderson	On Site
Project Engineer	Duncan Graham	On Site
Project Assistant	Angela Teets	Off Site
Sr. Scheduling Manager	Mike Christian	On-Site and Offsite
Safety	Jordan Haak Gilbert Orcasitas	On-Site and Offsite
Accounting	Various	Offsite



CITY OF
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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Composite Exhibit "H" Guaranteed Maximum Price

Attachment 1	Project Description
Attachment 2	GMP Summary
Attachment 3	GMP Detail
Attachment 4	General Requirements & Conditions
Attachment 5	Allowances
Attachment 6	Alternates
Attachment 7	Clarifications/Comments
Attachment 8	Exclusions
Attachment 9	Project Milestones
Attachment 10	Project Schedule
Attachment 11	Lump Sum Labor Burden





CITY OF
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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 1 Project Description



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 1
Project Description

The project consists of: earthwork, underground utilities, paving, irrigation, landscaping, fencing, concrete, tilt wall, roofing, sealants, doors, frames & hardware, overhead doors, windows, storefront, gypsum wallboard assemblies, acoustical ceilings, tile walls/flooring, stained/sealed concrete, rubber flooring, acoustic panels, painting, signage, visual display & marker boards, toilet accessories, gear lockers, roller shades, appliances, aluminum covers, flagpoles, modular casework, fire sprinklers, plumbing, HVAC, technology, and electrical.



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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 2 GMP Summary



Mount Dora Fire Staion #35 - 100% GMP



ESTIMATING WORKSHEET SUMMARY

Building Area

9142

SF

LINE	Spec	DESCRIPTION	\$/SF		TOTAL
1		Direct Costs			
2		General Requirements	\$ 12.15		111,092
3	017000	Materials Testing	\$ 1.64		15,000
4	023000	Site earthwork, Utilities & Paving	\$ 73.22		669,422
5	028200	Fencing	\$ 12.21		111,623
6	029000	Landscaping & Irrigation	\$ 8.36		76,437
7	030000	Cast in place concrete (Tilt-Wall)	\$ 62.83		574,389
8	040000	Masonry	\$ -		0
9	050000	Structural Steel - Early Package Complete	\$ 26.28		240,279
10	061000	Rough Carpentry	\$ 0.55		5,000
11	062000	Finish Carpentry	\$ 8.34		76,251
12	071000	Damproofing & Waterproofing	\$ 1.65		15,050
13	075000	Roofing	\$ 17.07		156,060
14	081000	Doors, Frames & Hardware	\$ 9.04		82,627
15	083000	Specialty Doors	\$ 12.05		110,129
16	085000	Windows	\$ 10.96		100,232
17	092000	Drywall	\$ 23.65		216,197
18	092100	Apparatus Bay Flooring	\$ -		0
19	093000	Flooring	\$ 7.61		69,538
20	095000	Acoustical Ceilings	\$ 1.25		11,450
21	099000	Painting	\$ 5.69		52,032
22	101000	Visual display & marker boards	\$ 0.09		850
23	102000	Identifying Devices	\$ 1.66		15,177
24	103000	Wall Protection	\$ 0.09		810
25	104000	Toilet & Bath Accessories	\$ 0.87		7,991
26	104510	Flag Poles	\$ 1.03		9,400
27	106000	Lockers and Storage	\$ 5.64		51,558
28	107000	Fire Extinguishers	\$ 0.29		2,678
29	108000	Protective Covers	\$ 2.84		25,943
30	112000	Equipment	\$ 4.80		43,856
31	112100	Extractor	\$ -		0
32	124000	Window Treatments	\$ 0.23		2,085
33	139000	Fire Sprinklers	\$ 4.13		37,800
34	151000	Plumbing	\$ 23.76		217,210
35	159000	HVAC	\$ 42.54		388,931
36	160000	Electrical	\$ 71.06		649,621
37		TOTAL DIRECT COSTS	\$ 453.59		4,146,717
38		General Conditions	\$ 46.51	10.25%	425,188
39		CM Contingency	\$ 13.61	3.00%	124,402
40		SUBTOTAL	\$ 513.71		4,696,307
41		Fee	\$ 25.69	5.00%	234,815
42		Software/BIM	\$ 1.68	0.30%	15,363
43		Impact Fees Allowance	\$ 3.28		30,000
44		Permit Fees Allowance	\$ 8.07		73,750
45		General Liability Insurance	\$ 3.19	0.57%	29,189
46		Builder's Risk Insurance	\$ 0.59	0.11%	5,408
47		P&P Bond	\$ 3.94	0.70%	36,015
48		100% GMP Estimate	\$ 560.15		5,120,847
49		Design Contingency	\$ -	0.00%	0
50		Escalation Contingency	\$ -	0.00%	0
51		Suggested Owners Budget	\$ 560.15		5,120,847

		ALTERNATES: NOT INCLUDED IN GMP			
52		Alternate #1: Memorial Plaza			28,976
53		Alternate #2: Acoustical Ceiling Grid - 3Form			11,730
54		Alternate #3A: Acoustical Wall Panels			10,200
55		Alternate #3B: Lighting w/ 3Form Ceiling			3,672
56		Alternate #4: Memorial Plaza #2			10,569
57		Alternate #5: Nautilus in lieu of Specified Pantry Doors			(33,970)



CITY OF
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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 3
GMP Detail



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
1	017000	Materials Testing					
2							
3							
4		Materials Testing	1	ls	15,000.00	15,000	Allowance
5			0			0	
6			0			0	
7			0			0	
8		Bond	15,000	\$	0.00	0	WSI Estimate
9		Adjustment from WSI estimate to subcontractor	0	LS	-4,137.00	0	15,000
10							
11							
12							
13		Subtotal - Materials Testing				15,000	
14	023000	Site earthwork, Utilities & Paving					
15							
16							
17							
18		General Conditions	0			0	GC's
19		Certified As-Builts	111,259	sf	0.10	11,126	115,660
20		Mobilization	1	ls	10,000.00	10,000	
21		Maintenance of Traffic	1	ls	2,000.00	2,000	
22		Survey & Layout	1	ls	5,000.00	5,000	
23		NPDES Permit	1	ls	1,000.00	1,000	
24		SWPP Monitoring	1	ls	5,000.00	5,000	
25			0			0	
26		Erosion and Sedimentation Controls	0			0	
27		Silt fence install and maintain	1,525	lf	2.25	3,431	
28		Tree protection	0	ea	250.00	0	
29		Construction Entrance	1,000	sf	2.50	2,500	
30			0			0	
31		Demolition	0			0	
32		Demo asphalt paving	34,200	sf	1.00	34,200	
33		Demo sidewalk	184	sf	2.00	368	
34		Demo underground utilities	1	ls	5,000.00	5,000	
35		Demo trees	33	ea	975.00	32,175	
36		Remove Existing Fencing	372	lf	5.00	1,860	
37		Remove existing utilities/light poles	4	ea	500.00	2,000	
38			0			0	
39		Earthwork	0			0	Earthwork
40		Strip and stockpile topsoil	1,427	cy	2.25	3,211	122,699
41		Cut	7,738	cy	2.75	21,278	
42		Fill	2,370	cy	2.75	6,518	
43		Export	6,795	cy	8.00	54,356	
44		Compact building pad	1,016	sy	1.50	1,524	
45		Rough grade - site	9,519	sy	0.75	7,139	
46		Fine grade building and pavement areas	4,070	sy	1.35	5,495	
47		Scarify and compact subgrade at concrete paving	3,070	sy	2.50	7,675	
48		Respread topsoil	850	cy	2.50	2,125	
49		4" #57 Stone gravel @ Condensor Yard	372	sf	18.00	6,689	
50		6" Subase @ Condensor Yard	372	sf	18.00	6,689	
51			0			0	Water Line
52		Water Main	0			0	15,917
53		1" Potable water service	120	lf	15.00	1,800	
54		4" Potable water service	211	lf	20.00	4,220	
55		Tapping Sleeve	2	ea	600.00	1,200	
56		Water Meter	0	ea	2,500.00	0	by owner
57		1" RPZ Backflow Preventor	1	ea	2,000.00	2,000	
58		2" RPZ Backflow Preventor	1	ea	2,000.00	2,000	
59		6" Plug valve	1	ea	500.00	500	
60		Misc fittings	1	ls	1,000.00	1,000	
61			0			0	
62		Testing	333	lf	2.00	666	
63		Dewatering	333	lf	6.00	1,998	
64		Fuel & Maintain	3	dy	160.00	533	
65			0			0	
66		Fire Main	0			0	Fire Line
67		Wet tap	1	ea	15,000.00	15,000	58,549
68		6" PVC (DR-14)-Water line	324	lf	25.00	8,100	
69		6" PVC (DR-14) fire service to Bldg	16	lf	25.00	400	
70		6" DIP from tapping sleeve to backflow	36	lf	40.00	1,440	
71		Fire Hydrant	1	ea	5,000.00	5,000	
72		4" Master meter assembly DDCV	1	ea	20,000.00	20,000	
73		Misc fittings	1	ls	5,000.00	5,000	
74			0			0	
75		Testing	376	lf	2.00	752	
76		Dewatering	376	lf	6.00	2,256	
77		Fuel & Maintain	4	dy	160.00	602	
78			0			0	Sanitary Line
79		Sanitary	0			0	14,713
80		6" PVC (SDR 26) Sanitary service	118	lf	20.00	2,350	
81		Cleanout	5	ea	1,000.00	5,000	
82		Sanitary MH	1	ea	5,000.00	5,000	
83		Misc fittings	1	ls	1,235.00	1,235	
84			0			0	
85		Testing	118	lf	2.00	235	
86		Installation	118	lf	6.00	705	
87		Fuel & Maintain	1	dy	160.00	188	

DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
88			0			0	Force Main
89		Force Main	0			0	123,046
90		6" Tap to existing forcemain	1	ls	4,500.00	4,500	
91		2" PVC Force main	110	lf	15.00	1,650	
92		Lift station - FLYGT - MP 3085 HT	1	ea	80,000.00	80,000	
93		6" #57 Stone gravel	640	sf	20.00	12,800	
94		12" Subase @ Condensor Yard	640	sf	36.00	23,040	
95			0			0	
96		Testing	110	lf	2.00	220	
97		Installation	110	lf	6.00	660	
98		Fuel & Maintain	1	dy	160.00	176	
99			0			0	Storm Water System
100		Storm Water System	0			0	134,713
101		Downspout tie-n	141	lf	20.00	2,820	
102		Downspout connectors	6	ea	250.00	1,500	
103		12" PVC	294	lf	30.00	8,822	
104		15" RCP	163	lf	45.00	7,342	
105		19" x 30 " ERCP	640	lf	85.00	54,400	
106		24" RCP	81	lf	65.00	5,258	
107		Endwall - DS-18	30	lf	250.00	7,500	
108		Headwall w/ 4" Slab	30	lf	250.00	7,500	
109		FDOT P4 Manhole @ 6'	1	ea	2,750.00	2,750	
110		MES 15"	1	ea	2,500.00	2,500	
111		MES 24"	1	ea	2,850.00	2,850	
112		Type C Inlet	2	ea	2,500.00	5,000	
113		Type H Inlet	2	ea	2,500.00	5,000	
114		Yard drain 12"	5	ea	1,750.00	8,750	
115			0			0	
116		Testing	1,325	lf	2.00	2,650	
117		Installation	1,325	lf	6.00	7,951	
118		Fuel & Maintain	13	dy	160.00	2,120	
119		Temporary Construction	1	ls	45,979.00	45,979	
120		2.5" Temp Water Line	100	lf		included	
121		Temp Parking Lot	100	sy		included	
122		Stabilized Access Road	500	sy		included	
123		Crane Access Road	960	sy		included	
124		Allowance for sidewalks @ SR 19-A	1	allow	10,000.00	10,000	
125			0			0	
126		Paving	0			0	Paving
127		LD Paving	713	sy	34.00	24,253	40,113
128		Type D curb	47	lf	18.00	838	
129		12" Ribbon curb	475	lf	24.00	11,400	
130		Parking bumpers	17	ea	75.00	1,275	
131		Stripping	425	lf	1.25	531	
132		Stop bars	66	lf	1.75	116	
133		DO NOT ENTER sign	2	ea	250.00	500	
134		Stop sign (30" x 30")	4	ea	250.00	1,000	
135		Handicap parking	1	ea	200.00	200	
136			0			0	
137			0			0	
138			0			0	
139		Bond	681,388	\$	0.02	13,628	WSI Estimate
140		Adjustment from WSI estimate to subcontractor	1	LS	-25,594.03	(25,594)	695,016
141							2.55
142							272,112
143							
144		Subtotal - Site earthwork, Utilities & Paving				669,422	
145	028200	Fencing					
146							
147							
148							
149		Security Fence	0			0	
150		6' CL fence	970	lf	20.00	19,400	
151		8' Secured Decorative Fencing	250	lf	70.00	17,500	
152		HySecurity Gate Operator	1	ea	35,000.00	35,000	
153	G104, G106	Personnel gate - 3' x 10' AL Gate	2	ea	1,000.00	2,000	
154			0			0	
155		Dumpster and Lift Station enclosure	0			0	
156	G101 - G103	DBL Access gates - 10' x 6' AL Gate	3	ea	2,000.00	6,000	
157			0			0	
158		Dumpster and Lift Station enclosure	0			0	
159		DBL Access gates - supports	3	ea	1,500.00	4,500	
160			0			0	
161		Screening	0			0	
162		Aluminum Visual Screening @ patio	112	lf	45.00	5,053	
163		Aluminum Visual Screening @ workout	253	lf	45.00	11,368	
164		Aluminum Visual Screening @ Roof w/ Framing Structure	11	lf	45.00	495	
165			0				
166			0				
167			0				
168		Bond	101,316	\$	0.00	0	WSI Estimate
169		Adjustment from WSI estimate to subcontractor	1	LS	10,307.06	10,307	101,316
170							
171							
172							
173		Subtotal - Fencing				111,623	

DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
174	029000	Landscaping & Irrigation					
175							
176							
177			0				
178		Trees	0				40,300
179		8' Live Oak	27		500.00	13,500	
180		14' Live Oak	9		800.00	7,200	
181		12' Red Cedar	5		700.00	3,500	
182		12' Magnolia	5		700.00	3,500	
183		8' Plum	21		600.00	12,600	
184			0			0	
185		Shrubs	0			0	17,125
186		Red Drift Rose 3gallon	29	ea	50.00	1,450	
187		Blue Daze 1gallon	30	ea	25.00	750	
188		Yellow Hibiscus 3gallon	8	ea	50.00	400	
189		Texas Sage 1gallon	25	ea	25.00	625	
190		White Fountain Grass 3gallon	45	ea	50.00	2,250	
191		Awabuki Viburnum 15gallon	27	ea	50.00	1,350	
192		Walters Viburnum 3gallon	206	ea	50.00	10,300	
193			0			0	
194		Ground Cover	0			0	
195		Mulch 3"	43	cy	50.00	2,139	
196			0			0	
197		Sod - Bahia	75,446	sf	0.35	26,406	
198			0			0	
199		Irrigation	0			0	
200		Irrigation	1	ls	18,861.38	18,861	
201			0			0	
202		Maintenance	6	mo	500.00	3,000	
203		90 day maintenance after final	3	mo	500.00	1,500	
204			0			0	
205			0			0	
206			0			0	
207		Bond	109,331	\$	0.02	2,187	WSI Estimate
208		Adjustment from WSI estimate to subcontractor	1	LS	-35,080.83	(35,081)	111,518
209							
210							
211							
212		Subtotal - Landscaping & Irrigation				76,437	
213	030000	Cast in place concrete (Tilt-Wall)					
214							
215							
216							
217		Foundations	0			0	
218		F30	3	ea	244.85	735	
219		F40	3	ea	350.67	1,052	
220		WF20	824	lf	27.80	22,907	
221			0			0	
222		Slab on Grade	0			0	
223		Remaining Building Areas 5" reinforced 6 x 6 - W2.1 x W2.1 WWF	5,115	sf	5.29	27,056	
224		Apparatus Bay 6" W/ #3@16" O.C.E.W 4000PSI	4,093	sf	6.39	26,155	
225		Fine Grade Building Pad	9,208	sf	0.10	921	
226		10 mil Vapor Barrier	9,208	sf	0.13	1,197	
227		Column infill 2x2x5"	6	ea	150.00	900	
228		TE Foundations (1' x 2')	48	lf	39.66	1,904	
229		TE Door Openings (1' x 2'-2")	155	lf	29.38	4,554	
230		TE Typ (1' x 2'-6")	361	lf	30.72	11,083	
231		ME 10	52	lf	21.27	1,106	
232			0			0	
233		Site Concrete	0			0	188,020
234		Concrete sidewalks, 4", complete	1,500	sf	5.00	7,500	
235		6" concrete paving (W/fibermesh)	0	sf	0.00	0	Not used
236		8" concrete paving (W/#4 @14" O.C. E.W.) ADDED REBAR	19,713	sf	7.69	151,593	
237		Concrete island for card reader	1	ea	1,000.00	1,000	
238		Concrete @ workout area	155	sf	5.00	775	
239		Concrete @ exterior patio	210	sf	5.00	1,050	
240		Thickened Edge Sidewalk	75	ft	8.00	600	
241		Handicap Ramp Detectable Warning	2	ea	1,500.00	3,000	
242		Dumpster Pad 6" reinforced w/ 6 x 6 - W2.9 x W2.9 WWF	236	sf	6.13	1,447	
243		Lift Station 6" reinforced w/ 6 x 6 - W2.9 x W2.9 WWF	481	sf	6.13	2,950	
244		Generator/Transformer 6" reinforced w/ 6 x 6 - W2.9 x W2.9 WWF	634	sf	6.13	3,885	
245		Condenser Yard 6" reinforced w/ 6 x 6 - W2.9 x W2.9 WWF	696	sf	6.13	4,266	
246		4" pads at Mechanical Yard	71	sf	15.00	1,059	
247		Concrete slab at Water Meter/BFP 7' x 4' x 6"	28	sf	15.00	420	
248		Concrete house-keeping slab	31	sf	5.00	155	
249		Propane tank pad	32	sf	10.00	320	
250		Flag pole footings	3	ea	500.00	1,500	
251		Set pipe bollards (Equipment Bay, Tank Pad, Dumpster, Mech Enclosure)	26	ea	250.00	6,500	
252			0			0	
253		Tilt-wall	0			0	
254		Tilt-wall 7-1/4" thick	13,907	sf	17.00	236,416	
255		Tilt-wall 7-1/4" thick @ conendser yard	114	sf	17.00	1,940	
256		Tilt-wall 7-1/4" thick @ patio	210	sf	17.00	3,570	
257		Panel to Panel Connections	100	ea	40.00	3,980	
258		Panel to footer Connections	131	ea	40.00	5,240	
259			0			0	
260			0			0	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
261			0			0	
262		Bond	538,736	\$	0.02	10,775	WSI Estimate
263		Adjustment from WSI estimate to subcontractor	1	LS	24,878.23	24,878	549,510
264							60.11
265							
266							
267		Subtotal - Cast in place concrete (Tilt-Wall)				574,389	
268	040000	Masonry					
269							
270							
271			0			0	
272		Skin	0			0	
273		Brick veneer	0	sf	24.00	0	Removed
274			0			0	
275			0			0	
276			0			0	
277		Bond	0	\$	0.00	0	WSI Estimate
278		Adjustment from WSI estimate to subcontractor		LS	0.00	0	0
279							
280							
281							
282		Subtotal - Masonry				0	
283	050000	Structural Steel - Early Package Complete					
284							
285							
286							
287		Structural Steel				0	
288		Columns	1	Ton	5,000.00	4,505	
289		Beams	2	Ton	5,000.00	8,229	
290		Angles	4	Ton	5,000.00	17,803	
291		Joists	11	Ton	6,500.00	71,866	
292			0			0	
293		Metal Deck	0			0	
294		1 1/2"-22 ga Type B galv. G90 comp. metal deck (vented) at Roof	9,142	sf	4.00	36,568	
295			0			0	
296		Misc. Metal	0			0	
297		Pipe bollard @ Coiling/Bifold doors	20	ea	200.00	4,000	
298		Pipe bollard @ Dumpster pad	6	ea	200.00	1,200	
299		Bent plate embed at OH door jamb	88	lf	19.20	1,698	
300		Edge angle embed at OH door sill	168	lf	19.20	3,226	
301		misc anchor bolts and embeds	1	ls	10,000.00	10,000	
302		roof access ladder	1	ea	7,500.00	7,500	
303		roof top caged access ladder	1	ea	10,000.00	10,000	
304		300 lf of angle per note SS13 on S001	1	tn	5,000.00	4,950	
305			0			0	
306		Material escalation based on market conditions	1	ls	23,343.51	23,344	
307			0			0	
308			0			0	
309			0			0	
310		Bond	204,888	\$	0.02	4,098	WSI Estimate
311		Adjustment from WSI estimate to subcontractor	1	LS	31,293.24	31,293	208,986
312							
313							
314							
315		Subtotal - Structural Steel - Early Package Complete				240,279	
316	061000	Rough Carpentry					
317							
318							
319							
320	061100	Rough Carpentry	1	ls	5,000.00	5,000	
321			0			0	
322			0			0	
323			0			0	
324		Bond	5,000	\$	0.00	0	WSI Estimate
325		Adjustment from WSI estimate to subcontractor		LS	-5,000.00	0	5,000
326							
327							
328							
329		Subtotal - Rough Carpentry				5,000	
330	062000	Finish Carpentry					
331							
332							
333							
334		P-Lam Faced Architectural Cabinets	0			0	
335		Base cabinets	24	lf	200.00	4,848	27,776
336		Plam surface on cabinets	38	lf	150.00	5,625	
337		Upper Cabinets @ Air lock	8	lf	200.00	1,694	
338		Wall mounted shelving 4" @ bunks	46	lf	75.00	3,420	
339		Wall mounted shelving 8" @ dayroom	20	lf	125.00	2,505	
340		Wall mounted plam counter 2' @ report	9	lf	175.00	1,593	
341		Wall mounted plam shelving 1' @ laundry	10	lf	150.00	1,500	
342			0			0	
343		Solid Surface	0			0	
344		Wall mounted solid surface counter 2' @ laundry	5	lf	200.00	996	
345		Quartz waterfall	12	lf	350.00	4,137	
346		Window sill	58	lf	25.00	1,459	
347			0			0	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
348		Stainless Steel	0			0	46,000
349		Base Cabinets @ Kitchen	18	lf	1,500.00	27,600	
350		Upper Cabinets @ Kitchen SS	5	lf	1,500.00	6,900	
351		Island @ Kitchen SS	6	lf	1,500.00	8,250	
352		Stainless Steel counter @ P2 wall	13	lf	250.00	3,250	
353			0			0	
354			0			0	
355		Bond	73,776	\$	0.00	0	WSI Estimate
356		Adjustment from WSI estimate to subcontractor	1	LS	2,475.00	2,475	73,776
357							
358							
359							
360		Subtotal - Finish Carpentry				76,251	
361	071000	Damproofing & Waterproofing					
362							
363							
364							
365		Miscellaneous caulking and sealants	0			0	
366		Tilt-wall panel to footer	824	lf	4.50	3,708	
367		Tilt-wall panel to panel	1,165	lf	4.50	5,241	
368		Louvers	250	lf	2.50	625	
369		Panel to concrete drive	109	lf	4.50	489	
370		Doors	240	lf	2.00	480	
371		Sidewalk & conc pave joints	53	lf	2.00	106	
372		Control Joints - Cast in Place Slabs	1,061	lf	3.25	3,447	
373		Fluid applied waterproof @ shower stalls ID-001 General Note: 7	3	ls	350.00	1,050	
374			0			0	
375			0			0	
376			0			0	
377		Bond	15,147	\$	0.00	0	WSI Estimate
378		Adjustment from WSI estimate to subcontractor	1	LS	-97.02	(97)	15,147
379							
380							
381							
382		Subtotal - Damproofing & Waterproofing				15,050	
383	075000	Roofing					
384							
385							
386							
387		Single-ply TPO Roofing System					
388		2 Layers of 2" Type IV extruded polystyrene board insul in lieu of 1 layer 3.5" poly ISO insul.	8,895	sf	1.46	13,000	Alternate System (Lead Times)
389		Single-ply 80 mil fully adhered TPO Roofing System	8,895	sf	12.50	111,188	
390		Single-ply adhered+N932 TPO Roofing System on Parapet	607	sf	2.50	1,518	
391		Downspouts & scuppers	5	ea	1,500.00	7,500	
392		Walkpads	453	sf	10.00	4,530	
393		Coping Cap, flashing and counterflashing	607	lf	16.00	9,712	
394		Nailer	607	lf	12.00	7,284	
395		Penetrations	10	ea	250.00	2,500	
396		Roof access ladder	1	ea	2,500.00	2,500	
397		Yellow Safety Stripe 6' from Parapet	400	lf	2.00	800	
398			0			0	
399		Soffits	0			0	
400		Metal Panel Soffits	111	sf	15.00	1,659	
401			0			0	
402			0			0	
403			0			0	
404		Bond	162,190	\$	0.02	3,244	WSI Estimate
405		Adjustment from WSI estimate to subcontractor	1	LS	-9,373.95	(9,374)	165,434
406							18.60
407							
408							
409		Subtotal - Roofing				156,060	
410	081000	Doors, Frames & Hardware					
411							
412							
413							
414		HM Doors	0			0	
415		3'-0" x 7'-0" Door, exterior	11	ea	800.00	8,800	
416		6'-0" x 7'-0" Door, exterior	1	ea	1,500.00	1,500	
417							
418		WD Doors	0			0	
419		3'-0" x 7'-0" Door, interior	20	ea	800.00	16,000	
420			0			0	
421		HM Frames	0			0	
422		3'-0" x 7'-0" Frame, exterior	11	ea	500.00	5,500	
423		6'-0" x 7'-0" Frame, exterior	1	ea	1,000.00	1,000	
424		3'-0" x 7'-0" Frame, interior	20	ea	300.00	6,000	
425		Exterior Door Frame Insulation	12	ea	125.00	1,500	
426			0			0	
427		Fire Rating	0			0	
428		45 min, HM	7	ea	75.00	525	
429		20 min, WD	6	ea	100.00	600	
430			0			0	
431		Hardware	0			0	
432		3'-0" x 7'-0" Door, exterior	11	ea	750.00	8,250	
433		6'-0" x 7'-0" Door, exterior	1	ea	900.00	900	
434		3'-0" x 7'-0" Door, interior	20	ea	500.00	10,000	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
435			0			0	
436		Install	32	ea	300.00	9,600	
437			0			0	
438		Access Control (Elect. Mortise) prep	12	ea	100.00	1,200	
439		Ada operator	1	ea	2,500.00	2,500	
440		Apparatus Bay hold opens	2	ea	500.00	1,000	
441		Panic hardware	2	ea	4,500.00	9,000	
442			0			0	
443			0			0	
444			0			0	
445		Bond	83,875	\$	0.00	0	WSI Estimate
446		Adjustment from WSI estimate to subcontractor	1	LS	-1,248.36	(1,248)	83,875
447							2,621
448							
449							
450		Subtotal - Doors, Frames & Hardware				82,627	
451	083000	Specialty Doors					
452							
453							
454							
455		Fire Station	0			0	
456	D5	14x14 Overhead Garage Doors w/ glass panels level D impact rated	6	ea	15,000.00	90,000	
457			0			0	
458		Kitchen Pantry	0			0	
459	D4	5'x7' Aluminum coiling door @ kitchen pantries	3	ea	3,500.00	10,500	
460			0			0	
461		Material escalation based on market conditions	1	ls	0.00	0	Removed
462			0			0	
463			0			0	
464			0			0	
465		Bond	100,500	\$	0.02	2,010	WSI Estimate
466		Adjustment from WSI estimate to subcontractor	1	LS	7,619.40	7,619	102,510
467							
468							
469							
470		Subtotal - Specialty Doors				110,129	
471	085000	Windows					
472							
473							
474							
475		Storefront - Insulated, Low E Laminated, Impact Resistant LvL D	0			0	
476		W1	78	sf	95.00	7,419	
477		W2	51	sf	95.00	4,846	
478		W3	55	sf	95.00	5,193	
479		W4	36	sf	95.00	3,392	
480		W5	101	sf	95.00	9,616	
481		W6 - spandrel	66	sf	95.00	6,281	
482		W7	66	sf	95.00	6,270	
483		W8	135	sf	95.00	12,825	
484		W9	53	sf	95.00	4,988	
485		W10	92	sf	95.00	8,764	
486		W11	8	sf	95.00	744	
487		W12	8	sf	95.00	744	
488		W13	20	sf	95.00	1,883	
489		W14	13	sf	95.00	1,230	
490		W15 - float/plate glass	14	sf	95.00	1,330	
491			0			0	
492		Storefront Doors - Insulated, Low E Laminated, Impact Resistant LvL D	0			0	
493		3'-0" x 7'-0" Door, exterior	2	ea	5,000.00	10,000	
494			0			0	
495		Insulated Metal Panel System	65	sf	65.00	4,225	
496			0			0	
497		Misc. Glazing	0			0	
498		D2	8	sf	55.00	440	
499			0			0	
500		Mirrors @ physical agility room	200	sf	35.00	7,000	
501			0			0	
502			0			0	
503			0			0	
504		Bond	97,188	\$	0.00	0	WSI Estimate
505		Adjustment from WSI estimate to subcontractor	1	LS	3,044.02	3,044	97,188
506							
507							
508							
509		Subtotal - Windows				100,232	
510	092000	Drywall					
511							
512							
513							
514							



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
515		Gypsum Board Assemblies per Wall Type	0			0	
516		P1	4,229	sf	10.00	42,291	
517		P1-R	1,490	sf	20.00	29,792	
518		P1-R1	3,591	sf	20.00	71,817	
519		P2	880	sf	8.00	7,036	
520		P3	3,384	sf	8.00	27,075	
521		P4	63	sf	9.00	566	
522		P5	206	sf	8.00	1,650	
523		P6	434	sf	16.00	6,939	
524		Acoustic Caulking	56	lf	5.00	280	
525		Fire Caulking	1,798	lf	5.00	8,990	
526			0			0	
527		Hard Ceilings	0			0	
528		Gyp ceiling	552	sf	15.00	8,280	
529			0			0	
530		Access Doors	0			0	
531		Supply & Install Access Doors	16	ea	50.00	800	
532			0			0	
533		Exterior Framing above curtainwalls	101	sf	25.00	2,525	
534		Hardi Panels above main entrance	101	sf	25.00	2,525	
535			0			0	
536			0			0	
537		Bond	210,566	\$	0.02	4,211	WSI Estimate
538		Adjustment from WSI estimate to subcontractor	1	LS	1,419.75	1,420	214,777
539							
540							
541							
542		Subtotal - Drywall				216,197	
543	092100	Apparatus Bay Flooring					
544							
545							
546							
547		See Division 093000	0			0	See Division 093000
548			0			0	
549			0			0	
550			0			0	
551			0			0	
552		Bond	0	\$	0.00	0	WSI Estimate
553		Adjustment from WSI estimate to subcontractor		LS	0.00	0	0
554							
555							
556							
557		Subtotal - Apparatus Bay Flooring				0	
558	093000	Flooring					
559							
560							
561							
562							
563		Apparatus Bay Flooring					
564		STSC-2; Formula One Liquid Dye & Cureseal-W w/traction additive	4,200	sf	6.00	25,200	
565			0			0	
566		Common Areas	0			0	
567		STSC-1 Formula One Liquid Dye	3,215	sf	6.00	19,290	
568		Stripping - Yellow lines @ Corridors	50	lf	4.00	200	
569			0			0	
570		Ceramic/ Porcelain Tile & Marble	0			0	
571		PTF-1 - Porcelain tile floor - Intertech Dotti Dark Grey	308	sf	13.00	4,004	
572		PTF-2 - Porcelain tile floor - Intertech Dotti Dark Grey	112	sf	24.00	2,688	
573		PTB-1 - Porcelain tile cove base - Intertech Dotti Dark Grey	156	lf	12.00	1,872	
574		PTW-1 - Porcelain tile walls (12"x24") 6' @ bathrooms	420	sf	12.00	5,040	
575		PTW-2 - Porcelain tile, bullnose (6"x18") @ bathrooms	100	lf	14.00	1,400	
576		PTW-3 - Porcelain tile walls (48"x102") 9' @ showers	314	sf	18.00	5,643	
577		A.15 Stone Corner Shower Shelf, 'Metro Lugged', 10" Deep	3	ea	100.00	300	
578		A.16 Stone Corner Shower Shelf, 'Metro Lugged', 5" Deep	3	ea	100.00	300	
579		A.17 Stone Corner Shower Shelf, 'Metro Lugged', 5" Deep	3	ea	100.00	300	
580			0			0	
581		Schluter SS transition	8	lf		included	
582		Roppe #26 transition	12	lf		inlcuded	
583		Roppe #60 transition	4	lf		included	
584		4" Mud bed @ showers	54	sf		included	
585		40 mil. Waterproofing membrane @ showers	54	sf		included	
586		30 mil. Waterproofing membrane @ porcelain tile locations	1,796	sf		included	
587			0			0	
588		Water Testing	0			0	
589		Water testing for showers	1	ls	1,000.00	1,000	
590		Temp concrete curbing	16	lf	20.00	320	
591			0			0	
592		Resilient Rubber Flooring & Base	0			0	
593		RAF-1; eCORE ECOsurfaces (48"W rolls)	400	sf	8.00	3,200	
594		4" Rubber base	1,200	lf	2.00	2,400	
595			0			0	
596		Sealed Concrete	0			0	
597		SC1 - Matte 400 Grit	462	sf	1.50	693	
598			0			0	
599			0			0	
600			0			0	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
601		Bond	73,850	\$	0.00	0	WSI Estimate
602		Adjustment from WSI estimate to subcontractor	1	LS	-4,312.10	(4,312)	73,850
603							
604							
605							
606		Subtotal - Flooring				69,538	
607	095000	Acoustical Ceilings					
608							
609							
610						0	
611		Acoustical Panel Ceilings	0			0	
612		ACT-1; Armstrong Ultima Lay-In, Tegula 1940	2,101	sf	4.00	8,404	
613		ACT-2; Armstrong Kitchen Zone Lay-In, Tegula 673	863	sf	4.00	3,452	
614			0			0	
615			0			0	
616			0			0	
617		Bond	11,856	\$	0.00	0	WSI Estimate
618		Adjustment from WSI estimate to subcontractor	1	LS	-406.00	(406)	11,856
619							
620							
621							
622		Subtotal - Acoustical Ceilings				11,450	
623	099000	Painting					
624							
625							
626							
627		Exterior	0			0	
628		Pipe Bollards	26	ea	35.00	910	
629		7.25' Panels to receive P-1	13,907	sf	1.50	20,860	
630		Misc	1	ls	5,000.00	5,000	
631			0			0	
632		Interior	0			0	
633		Paint interior Walls and ceilings as required	17,535	sf	0.75	13,151	
634		Paint exposed ceilings/decking/structure	5,200	sf	0.75	3,900	
635			0			0	
636		WC-1 - Protective wall covering (Rm#123) - Koroseal - Links URB1-75	115	sf	50.00	5,750	
637		TR-1 - Protective wall covering trim at Corridor A 123	80	lf	25.00	2,000	
638		TR-2 - Protective wall covering trim at Corridor A 123	6	lf	25.00	150	
639			0			0	
640		Doors and Frames	0			0	
641		Hollow metal doors	12	ea	125.00	1,500	
642		Hollow metal frames	32	ea	75.00	2,400	
643		Lite Kits in Solid Core Wood Doors	8	ea	45.00	360	
644			0			0	
645			0			0	
646		Bond	55,982	\$	0.00	0	WSI Estimate
647		Adjustment from WSI estimate to subcontractor	1	LS	-3,949.71	(3,950)	55,982
648							
649							
650							
651		Subtotal - Painting				52,032	
652	101000	Visual display & marker boards					
653							
654							
655							
656		Porcelain Enamel Markerboards	0			0	
657		E17 - MAGNETIC PRESENTATION BOARD - 74W x 48H x 1D - CPCI	1	ea	1,500.00	1,500	
658			0			0	
659			0			0	
660			0			0	
661		Bond	1,500	\$	0.00	0	WSI Estimate
662		Adjustment from WSI estimate to subcontractor	1	LS	-650.00	(650)	1,500
663							
664							
665							
666		Subtotal - Visual display & marker boards				850	
667	102000	Identifying Devices					
668							
669							
670							
671		Interior Signage	0			0	
672		Type A	21	ea	150.00	3,150	
673		Type B	3	ea	150.00	450	
674			0			0	
675		Exterior Building Letters	0			0	
676		22" Alum Letters - building number 35	2	ea	1,000.00	2,000	
677		22" Alum Letters - City of Mount Dora	15	ea	500.00	7,500	
678		Logo Sign	2	ea	3,500.00	7,000	
679		Exterior monument signage letters and plaques	1	ls	2,500.00	2,500	
680			0			0	
681			0			0	
682		Bond	22,600	\$	0.00	0	WSI Estimate
683		Adjustment from WSI estimate to subcontractor	1	LS	-7,423.32	(7,423)	22,600
684							
685							
686							
687		Subtotal - Identifying Devices				15,177	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
688	103000	Wall Protection					
689							
690							
691							
692		Corner Guards	0			0	
693		Corner Guard (Stainless Steel 1"x 1" x 48") - supply	20	ea	40.00	800	
694		Corner Guard (Stainless Steel 1"x 1" x 48") - install	20	ea	15.00	300	
695			0			0	
696			0			0	
697			0			0	
698		Bond	1,100	\$	0.00	0	WSI Estimate
699		Adjustment from WSI estimate to subcontractor	1	LS	-290.00	(290)	1,100
700							
701							
702							
703		Subtotal - Wall Protection				810	
704	104000	Toilet & Bath Accessories					
705							
706							
707							
708							
709		102800 Toilet & Bath Accessories					
710		A.1 Waste Receptacle, Surface	1	ea	300.00	300	
711		A.2 Waste Receptacle, Recessed	4	ea	300.00	1,200	
712		A.3 Framed Mirror, Tilted	4	ea	270.00	1,080	
713		A.4 Soap Dispenser	4	ea	50.00	200	
714		A.5 Toilet Tissue Dispenser, Surface	4	ea	300.00	1,200	
715		A.7 Grab Bar, 36" & 42"	2	ea	50.00	100	
716		A.8 Paper Towel Dispenser, Surface	4	ea	300.00	1,200	
717		A.9 Mop/Broom Holder	1	ea	150.00	150	
718		A.10 Robe Hook	18	ea	20.00	360	
719		A.11 Soap Shelf	4	ea	85.00	340	
720		A.12 Shower Rod w/ Curtain	3	ea	150.00	450	
721		A.14 Towel Shelf & Bar	3	ea	200.00	600	
722		Installation	52	ea	50.00	2,600	
723			0			0	
724			0			0	
725			0			0	
726		Bond	9,780	\$	0.00	0	WSI Estimate
727		Adjustment from WSI estimate to subcontractor	1	LS	-1,789.39	(1,789)	9,780
728							
729							
730							
731		Subtotal - Toilet & Bath Accessories				7,991	
732	104510	Flag Poles					
733							
734							
735							
736		Flag Poles	0			0	
737	104510	Flag Poles - (2) 30' & (1) 35' - supply	3	ea	2,000.00	6,000	
738	104510	Flag Poles - (2) 30' & (1) 35' - install	3	ea	1,000.00	3,000	
739			0			0	
740			0			0	
741		Bond	9,000	\$	0.00	0	WSI Estimate
742		Adjustment from WSI estimate to subcontractor	1	LS	400.00	400	9,000
743							
744							
745							
746		Subtotal - Flag Poles				9,400	
747	106000	Lockers and Storage					
748							
749							
750							
751		101000 Gear Storage lockers	0			0	
752		E16 - GEAR LOCKER - CPCI	18	ea	1,000.00	18,000	
753		Optional glove dry hangers	18	ea	10.00	180	
754		Optional helmet holders	18	ea	10.00	180	
755		Installation	18	ea	55.00	990	
756			0			0	
757		105613 Metal Storage Shelving	0			0	
758		4 post, stainless steel heavy duty adjustable shelves	4	ea	750.00	3,000	
759			0			0	
760		Bunk Lockers	0			0	
761		E24 - PERSONAL STORAGE LOCKER - SINGLE DOOR - CPCI	18	ea	1,500.00	27,000	
762			0			0	
763		E29 - RESTROOM BENCH - CPCI	3	ea	450.00	1,350	
764		E15 - BIKE RACK - CPCI	1	ea	500.00	500	
765			0			0	
766			0			0	
767			0			0	
768		Bond	51,200	\$	0.00	0	WSI Estimate
769		Adjustment from WSI estimate to subcontractor	1	LS	357.50	358	51,200
770							
771							
772							
773		Subtotal - Lockers and Storage				51,558	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
774	107000	Fire Extinguishers					
775							
776							
777							
778		105200 Fire extinguishers					
779		Fire extinguishers w/cabinets - ALTA model 7064-A	5	ea	307.50	1,538	
780		Fire extinguishers w/cabinets - ALTA model 7062-A	2	ea	307.50	615	
781		Installation	7	ea	75.00	525	
782			0			0	
783			0			0	
784			0			0	
785		Bond	2,678	\$	0.00	0	WSI Estimate
786		Adjustment from WSI estimate to subcontractor		LS	-2,677.50	0	2,678
787							
788							
789							
790		Subtotal - Fire Extinguishers				2,678	
791	108000	Protective Covers					
792							
793							
794							
795		Pre-engineered Aluminum Canopy					
796		Exterior Patio - Aluminum Awning (23' x 10')	230	sf	55.00	12,650	
797		Covered Workout - Aluminum Awning (4' x 4')	116	sf	55.00	6,394	
798		Aluminum Awning (8' x 4')	32	sf	55.00	1,760	
799		Aluminum Awning (4' x 4')	80	sf	55.00	4,400	
800			0			0	
801			0			0	
802		Bond	25,204	\$	0.00	0	WSI Estimate
803		Adjustment from WSI estimate to subcontractor	1	LS	739.25	739	25,204
804							
805							
806							
807		Subtotal - Protective Covers				25,943	
808	112000	Equipment					
809							
810							
811							
812		Equipment					
813		E5 - TRASH RECEPTACLE - CPCI	3	ea	500.00	1,500	
814		E6 - COFFEE MAKER - CPCI	1	ea	100.00	100	
815		E7 - TOASTER OVEN - CPCI	1	ea	175.00	175	
816		E8 - 36" RANGE - 6BURNERS - 2 STANDARD OVEN - AUTOMATIC PILOT - CPCI	1	ea	8,550.00	8,550	
817		E9 - MICROWAVE - CPCI	2	ea	185.00	370	
818		E10 - DISHWASHER - CPCI	1	ea	5,405.00	5,405	
819		E11 - DISHWASHER - CPCI	1	ea	5,200.00	5,200	
820		E12 - TOP FREEZER REFRIGERATOR - CPCI	3	ea	2,415.00	7,245	
821		E13 - 4 POST, STAINLESS STEEL HEAVY DUTY ADJUSTABLE SHELVES - CPCI	4	ea	1,680.00	6,720	
822		E14 - DESKTOP PRINTER - OPCI	2	ea	100.00	200	Install Only
823		E18 - ICE MACHINE - CPCI	1	ea	10,985.00	10,985	
824		E19 - WASHER - TOP LOAD - CPCI - LWN432SP115TW01	1	ea	1,300.00	1,300	
825		E20 - DRYER - FRONT LOAD - CPCI - LDE3ORG173TW01	1	ea	1,200.00	1,200	
826		E23 - CLOCK - ELAPSED TIME - OPCI	1	ea	100.00	100	Install Only
827		E28 - CEILING MOUNTED POT RACK - CPCI	1	ea	725.00	725	
828		E44 - HEAVY DUTY HOOK RACK - CPCI	2	ea	60.00	120	
829		Install	1	ls	3,831.35	3,831	
830			0			0	
831			0			0	
832			0			0	
833		Bond	53,726	\$	0.00	0	WSI Estimate
834		Adjustment from WSI estimate to subcontractor	1	LS	-9,870.00	(9,870)	53,726
835							
836							
837							
838		Subtotal - Equipment				43,856	
839	112100	Extractor					
840							
841							
842		Laundry Equipment					
843		Equipment Dryer (Continental Girbau)	0	ea	8,500.00	0	removed
844		Extractor (Milnor #60)	0	ea	15,000.00	0	removed
845			0			0	
846			0			0	
847		Bond	0	\$	0.02	0	WSI Estimate
848		Adjustment from WSI estimate to subcontractor		LS	0.00	0	0
849							
850							
851							
852		Subtotal - Extractor				0	
853	124000	Window Treatments					
854							
855							
856		Window Treatments					
857		Blackout Curtains at LT office 103 7' H x 14' W	117	sf	12.00	1,404	
858		Blackout Curtains at Report Writing 103 9' H x 7'-4" W	77	sf	12.00	918	Removed
859			0			0	
860			0			0	

DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
861		Bond	2,322	\$	0.00	0	WSI Estimate
862		Adjustment from WSI estimate to subcontractor	1	LS	-236.57	(237)	2,322
863							
864							
865							
866		Subtotal - Window Treatments				2,085	
867	139000	Fire Sprinklers					
868							
869							
870							
871	139300	Fire Protection System	9,142	sf	3.50	31,997	
872			0			0	
873			0			0	
874			0			0	
875		Bond	31,997	\$	0.00	0	WSI Estimate
876		Adjustment from WSI estimate to subcontractor	1	LS	5,803.00	5,803	31,997
877							
878							
879							
880		Subtotal - Fire Sprinklers				37,800	
881	151000	Plumbing					
882							
883							
884							
885		22.0 Piping	0			0	
886		Sanitary below and above grade Sch. 40 PVC @ Apparatus Bay	9,142	sf	1.75	15,999	
887		Domestic Water below grade Type K Copper	9,142	sf	1.25	11,428	
888		Domestic Water above grade Type L Copper	9,142	sf	1.00	9,142	
889			0			0	
890		22.1 Fixtures, Water Heaters	0			0	
891		EW1-1 Electric Water Heater	1	ea	4,500.00	4,500	
892		CP-1 Circ Pump	1	ea	450.00	450	
893		MV-1 Thermo Mixing Valve	1	ea	350.00	350	
894		EW1-1 Electric Water Cooler	2	ea	3,500.00	7,000	
895		S-1 Kitchen Sink	1	ea	4,500.00	4,500	
896		S-2 Kitchen Sink	1	ea	6,500.00	6,500	
897		DS-1 Decom Sink	1	ea	4,500.00	4,500	
898		L-1 Lavatory ADA	4	ea	3,750.00	15,000	
899		WC-1 Watercloset ADA	4	ea	5,500.00	22,000	
900		SH-1 Shower Valve, Head & Arm	3	ea	950.00	2,850	
901		MS-1 Mop Sink	1	ea	5,000.00	5,000	
902		EES-1 Emergency Eyewash Sink Mtd	1	ea	2,500.00	2,500	
903			0			0	
904		22.2 Drains, Cleanouts & Specialties	0			0	
905		FCO Floor Cleanout	1	ea	750.00	750	
906		CO/WCO Line/Stack Cleanout	2	ea	750.00	1,500	
907		ECO Outside Cleanout	4	ea	850.00	3,400	
908		FD1 Floor Drain	7	ea	1,750.00	12,250	
909		FD1 Floor Drain	7	ea	1,750.00	12,250	
910		FD2 Floor Drain	7	ea	2,500.00	17,500	
911		TD2 Trench Drain	50	ea	150.00	7,500	
912		CR-1 Condensate Receptor	2	ea	1,500.00	3,000	
913		HB-1 Hose Bibb	17	ea	150.00	2,550	
914		IMB-1 Ice Maker Box	1	ea	500.00	500	
915		IMB-2 Ice Maker Box - Fire Rated	1	ea	750.00	750	
916		WB-1 Washer Box	1	ea	500.00	500	
917		Carrier Wall	4	ea	1,200.00	4,800	
918			0			0	
919		OWS - 500 Gal Oil Water Separator	1	ls	20,000.00	20,000	
920		GI-1 750 Gal	1	ls	7,500.00	7,500	
921			0			0	
922		Gas piping	143	ft	38.46	5,500	
923		Temporary Water	1	ls	3,500.00	3,500	
924			0			0	
925			0			0	
926			0			0	
927		Bond	215,468	\$	0.02	4,309	WSI Estimate
928		Adjustment from WSI estimate to subcontractor	1	LS	-2,567.36	(2,567)	219,777
929							24.04
930							
931							
932		Subtotal - Plumbing				217,210	
933	159000	HVAC					
934							
935							
936							
937		HVAC System	0			0	
938		DOAS-2	1	ea	20,000.00	20,000	
939		AHU-1, 2	2	ea	20,000.00	40,000	
940		CU-1	1	ls	20,000.00	20,000	
941		CU-2	1	ls	20,000.00	20,000	
942		CU-3	1	ls	15,000.00	15,000	
943		Bipolar ionization	6,175	cfm	1.50	9,263	
944		VAV's w/electric heat & Supply Air Sensors	12	ea	1,236.00	14,832	
945		UH 1-6	6	ea	1,699.50	10,197	
946		AC-4 Ductless split system	2	ea	3,605.00	7,210	
947		Controls	9,142	sf	6.00	54,852	



DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit	TOTALS	COMMENTS
	Number	0			Price		
948		Duct Sheet Metal	5,024	lbs	12.50	62,800	
949		Duct Insulation	3,768	sf	8.00	30,144	
950		Supply/Return/Exhaust diffusers	45	ea	175.00	7,875	
951		Dampers	1	ls	5,000.00	5,000	
952		Condensate line	1	ls	2,500.00	2,500	
953		Test and Balance	9,142	sf	0.75	6,857	
954		Commissioning	9,142	sf	0.61	5,580	
955			0			0	
956		Exhaust fans - Restrooms, Janitor, Decon Room	5	ea	500.00	2,500	
957		Kitchen hood, supply	1	ea	2,500.00	2,500	
958		Kitchen hood, exhaust	1	ea	2,250.00	2,250	
959		Kitchen hood	1	ea	4,500.00	4,500	
960		Exhaust fans - Apparatus bays	2	ea	4,500.00	9,000	
961		Collection System - Apparatus bays	2	ea	2,000.00	4,000	
962		Louvers	6	ea	550.00	3,300	
963		Big Ass Fans	0	ea	7,500.00	0	By owner
964			0			0	
965			0			0	
966		Bond	360,159	\$	0.02	7,203	WSI Estimate
967		Adjustment from WSI estimate to subcontractor	1	LS	21,568.62	21,569	367,362
968							40.18
969							
970							
971		Subtotal - HVAC				388,931	
972	160000	Electrical					
973							
974							
975							
976		Site					
977		Temp power	1	ls	15,000.00	15,000	
978		11"x18"x18" Pull Box	1	ea	750.00	750	
979		24"x36"x24" Pull Box	1	ea	3,500.00	3,500	
980		Conduit U/G 1"	75	lf	13.82	1,037	
981		Conduit U/G 2" w/ 3-cell maxcell fabric innerduct & 1 strand single mode fiber	175	lf	27.00	4,725	
982		Conduit U/G 3, 4" w/Pull String & Innerduct	150	lf	68.95	10,343	
983		Secondary Conduit	150	lf	63.26	9,489	
984		Entry Gate - Disconnect	1	ls	1,500.00	1,500	
985		Lift Station - Disconnect	1	ls	1,325.00	1,325	
986		Flagpole - Power	3	ls	250.00	750	
987		Site lighting	17	ea	3,500.00	59,500	
988		Generator 25% spare capacity	180	kw	323.28	58,191	
989		ATS	1	ls	16,809.00	16,809	
990			0			0	
991		Lighting Package	0			0	
992		B1 - 2x2 LED Flat	48	ea	325.00	15,600	
993		D1 - Downlight	24	ea	500.00	12,000	
994		G2 - 4' LED Wrap Around	15	ea	500.00	7,500	
995		JE - 4' LED Strip Fixture	22	ea	500.00	11,000	
996		Pendant Fixture	1	ea	5,000.00	5,000	
997		SLD - Signage Lighting	11	ea	400.00	4,400	
998		SLW - Exterior Wall Mount	6	ea	500.00	3,000	
999		M - LED Wall Mounted Up Down Lights	8	ea	500.00	4,000	
1,000			0			0	
1,001		Building	0			0	
1,002		Power 120/208 V, 3P	800	amp	200.00	160,000	
1,003		Structured Cabling	9,142	sf	4.00	36,568	
1,004		Fire Alarm	9,142	sf	2.50	22,855	
1,005		Data	9,142	sf	1.00	9,142	
1,006		Controls	9,142	sf	1.00	9,142	
1,007		Fans - disconnects	2	ea	1,500.00	3,000	
1,008		Card Reader	17	ea	2,000.00	34,000	
1,009		Door Position	16	ea	500.00	8,000	
1,010		CCTV	12	ea	3,500.00	42,000	
1,011		Lightning Protection	9,142	sf	1.25	11,428	
1,012		DAS - Infrastructure Only	1	ls	15,000.00	15,000	
1,013		Fire Station Alert System	0	ea	45,000.00	0	By owner
1,014		Paging System	1	ea	20,000.00	0	By owner
1,015		Audio/Visual Systems Drops	7	ea	750.00	5,250	
1,016		Smart UPS	2	ea	2,500.00	5,000	
1,017		Battery	2	ea	1,500.00	3,000	
1,018			0			0	
1,019		E40 - FLAT SCREEN TV 72" - CPCI	2	ea	3,500.00	7,000	
1,020		E41 - CEILING MOUNTED TELEVISION - CPCI	1	ea	3,500.00	3,500	
1,021			0			0	
1,022			0			0	
1,023		Bond	620,303	\$	0.02	12,406	WSI Estimate
1,024		Adjustment from WSI estimate to subcontractor	1	LS	16,912.45	16,912	632,709
1,025							69.21
1,026							
1,027							
1,028		Subtotal - Electrical				649,621	
1,029		TOTAL DIRECT COST				4,035,624	



CITY OF
MOUNT
DORA

Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 4 General Requirements & General Conditions



Mount Dora Fire Station #35 - 100% GMP
General Requirements

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS
1					
2					
3	Project Documentation				
4	Project signs	1	ea	1,500.00	1,500
5	Photographs (Final project - professional)	1	ls	1,500.00	1,500
6	Plan & specification reproduction cost	1	ls	500.00	500
7	Surveyor services	5	days	1,500.00	7,500
8					
9	Trailer Facilities				
10	Field office - W/S - Rent Single-Wide	10	mo	888.24	8,882
11	Field office - set up & remove	1	ea	3,581.00	3,581
12	Field office supplies	10	mo	150.00	1,500
13	Field Office Cleaning	10	mo	200.00	2,000
14	Mail & Courier costs	10	mo	200.00	2,000
15	Internet - monthly charges - W/S	10	mo	200.00	2,000
16	Field office furnishings - rental	10	mo	250.00	2,500
17	Copier/Printer/Scanner for trailer - includes maintenance	10	mo	400.00	4,000
18	Temporary sewage holding tanks	10	mo	400.00	4,000
19	Storage & tool trailers	10	mo	160.00	1,600
20	Storage & tool trailers - set up & remove	1	ea	800.00	800
21	Bottled water for the management personnel	10	mo	50.00	500
22					
23	Temporary Facilities for Construction				
24	Water - install & remove temporary system	1	ls	1,500.00	1,500
25	Water - temporary meter installation if required	1	ls	1,500.00	1,500
26	Water for construction	10	mo	50.00	500
27	Electric - install/remove temp system	1	ls	2,500.00	2,500
28	Electric - temporary meter installation if required	1	ls	1,000.00	1,000
29	Electric - monthly charges	10	mo	250.00	2,500
30	Temporary toilets (1 / 40 tradesmen)	10	mo	525.00	5,250
31					
32	Construction Equipment & Tools				
33	Small tools & supplies	10	mo	250.00	2,500
34					
35	Safety & Security				
36	Construction Fencing	1,425	ft	7.00	9,975
37	Gates	5	ea	350.00	1,750
38	Construction Fencing - windscreen if required by specification	1,425	ft	3.29	4,688
39	Safety devices & trench barricades	48	wk	0.00	
40	Clean-up temp labor	9.74	wk	522.00	5,086
41	Clean-up at end of project - Final Cleaning	9,116	sf	0.65	5,925
42	Dumpsters: (dumpsters only, cleanup labor calculated above)				
43	Dumpsters during sitework	2	pulls	400.00	800
44	Dumpsters during structure	4	pulls	400.00	1,600
45	Dumpsters during enclosure	6	pulls	400.00	2,400
46	Dumpsters during finishes	24	pulls	400.00	9,600
47	Dumpsters during punch out	2	pulls	400.00	800
48	Fire Extinguishers (1 / 3,000 sf)	5	ea	75.00	375
49					
50	Project Start Up				
51	Start up electric consumption charges	9,116	sf	0.25	2,279
52	As-built drawings	1	ls	1,500.00	1,500
53	Operation & maintenance manuals	1	ls	1,500.00	1,500
54	Final site survey	1	ea	1,200.00	1,200
55					
57	TOTAL GENERAL REQUIREMENTS				\$111,092

**Mount Dora Fire Station #35 - 100% GMP
GENERAL CONDITIONS**



LINE	DESCRIPTION			UNIT	TOTALS
ITEM		QTY	UNIT	PRICE	
1					
2	For Preconstruction staffing see Precon tab for separate worksheet.				
3					
4	Project Management Team				
5	Project Executive	0.55	mo	18,811.25	10,346
6	Project Manager	9.00	mo	15,631.30	140,682
7	Superintendent	11.00	mo	11,580.15	127,382
8	Project Engineer	10.00	mo	7,946.42	79,464
9	Project Assistant	3.85	mo	6,488.07	24,979
10	Project Accountant	0.50	mo	7,944.68	3,972
11	Safety Engineer	0.44	mo	13,540.78	5,958
12	Scheduler	0.10	mo	15,487.54	1,549
13	Staffing Check	OK			
14	Total Months of Staff	35.44	mo		
15	Project Staffing Support Costs				
16	Vehicles	21	mo	800.00	16,440
17	Fuel	21	mo	400.00	8,220
18	Phones	31	mo	100.00	3,055
19	Computers for Staff	35	mo	90.00	3,141
20					
21					
22	TOTAL GENERAL CONDITIONS				425,188



CITY OF
MOUNT
DORA

Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 5 Allowances



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 5
Allowances

1. Impact Fees Allowance	\$30,000
2. Permit Fees Allowance	\$73,750
3. Sidewalks at SR 19-A	\$10,000



CITY OF
MOUNT
DORA

Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 6
Alternates



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 6
Alternates

Alternates are not included in the GMP

Alternate #1: Memorial Plaza	28,976
Alternate #2: Acoustical Ceiling Grid - 3Form	11,730
Alternate #3A: Acoustical Wall Panels	10,200
Alternate #3B: Lighting w/ 3Form Ceiling	3,672
Alternate #4: Memorial Plaza #2	10,569
Alternate #5: Nautilus in lieu of Specified Pantry Doors	(33,970)



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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 7
Clarifications / Comments



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 7
Assumptions & Clarifications

1.0 General

1. Contractor will coordinate with the electrical utility company. GMP does not have utility connection fees. Any electrical connection fees will be paid for by Owner.
2. Davis Bacon wages are prescribed in Article 13.13. Per the direction of the City, Davis Bacon wages requirement will not apply and are not included.
3. This estimate is based on the GMP date of October 7, 2021.
4. The construction duration is 345 calendar days and is based on a NTP no later than November 1, 2021.
5. General Conditions cost are based upon the forecasted start of Fire Station #34 on June 2022. Including a reduced labor rate for the Project Manager, at 50% during the last (4) months of construction, totaling approximately \$34,043.00.

2.0 Sitework

1. GMP is based on existing potable and fire infrastructure having the capacity for providing required flow and pressures. No booster or jockey pumps have been included in the GMP.
2. The estimated aluminum gates are fabricated by the Subcontractor in lieu of the specified AMETCO brand gates.

5.0 Steel - None

8.0 Doors, Frames & Hardware

1. Apparatus Bay Overhead doors are not high-speed operating doors.

9.0 Finishes

1. Striping in Apparatus Bay is assumed as 4" wide standard latex acrylic paint.

10.0 Specialties

1. Memorial Plaza is provided as an Alternate. We have included lighted flagpoles in the GMP.

11.0 Equipment - None

12.0 Window Treatments

1. Window Treatment are included at the LT office only.

22.0 Plumbing

1. Natural gas meter and pressure reducing valve is by natural gas supplier.
2. GMP is based on Lindsey manufacturer grease trap in lieu of Old Castle.

23.0 Mechanical - None

26.0 Electrical

1. Conduit and raceway only, for the Distributed Antenna System (DAS) is included in this GMP.



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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 8 Exclusions



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 8
Exclusions

1. All threshold inspection services.
2. Removal and disposal of unsuitable or hazardous materials.
3. Escalation Contingency
4. Design Contingency
5. Owner Contingency
6. Permit Comments Contingency
7. Commissioning is by Owner.
8. Soil and/or groundwater remediation.
9. No carpet tile.
10. Memorial Plaza.
11. Gear Extractor
12. Window Treatment. (Only providing window treatment in the Lieutenant & Report Writing office.)
13. Fire Station Alert System
14. Paging System
15. All Distributed Antenna System (DAS), except conduit and raceway only.



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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 9 Project Milestones



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 9
Project Milestones

<u>Item</u>	<u>Milestone</u>	<u>Date</u>
1	Notice to Proceed	November 1, 2021
2	Dry-In - Roof	April 5, 2022
3	Substantial Completion	August 12, 2022
4	Owner Move-In	August 31, 2022
5	Final Completion	October 7, 2022



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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 10 Project Schedule





MOUNT DORA FIRE STATION #35
EXHIBIT H - ATTACHMENT 10 PROJECT SCHEDULE

Project Id: 19-070-B/L-3
Data Date: Oct-06-21

Activity ID	Activity Name	Orig Dur	Start	Finish	2022												2023		
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mount Dora Fire Station #35																			
Design Phase																			
Schematic Design																			
DC2040	Schmatic Design	22	Jan-11-21 A	Feb-09-21 A															
DC2050	Schmatic Estimate	9	Feb-10-21 A	Feb-22-21 A															
DC2010	City of Mount Dora - Establishes Fire Station # 35 Budget	5	Feb-23-21 A	Mar-01-21 A															
Design Development																			
DD2000	Design Development Design Period	35	Feb-10-21 A	Mar-31-21 A															
DD2010	Design Development - City Review Period	8	Apr-01-21 A	Apr-09-21 A															
DD2030	WS Design Development - Estimate	10	Apr-01-21 A	Apr-09-21 A															
60% Construction Documents																			
CD2040	60% Construction Document Design Period	35	Apr-09-21 A	May-18-21 A															
CD2060	WS 60% Construction Document - Estimate	5	May-19-21 A	Jun-03-21 A															
CD2050	60% Construction Document - City Review Period	10	May-19-21 A	Jun-03-21 A															
90% Construction Documents																			
CD2070	90% Construction Document Design Period	44	May-19-21 A	Jul-19-21 A															
CD2090	WS 90% Construction Document - Estimate	5	Jul-20-21 A	Aug-13-21 A															
CD2080	90% Construction Document - City Review Period	19	Jul-20-21 A	Aug-13-21 A															
Permit & Construction Documents																			
P&C-10	Submit for Building Permit	0	Sep-16-21 A																
P&C-20	Building Permit Payment Pending GMP Approval	25	Oct-06-21	Nov-09-21															
P&C-30	Building Permit Issued	0		Nov-09-21															
Construction Documents for DRC - Fragnet																			
DRC-10	Construction Documents for DRC Review	20	Jul-06-21 A	Jul-16-21 A															
DRC-20	DRC Review	20	Jul-16-21 A	Aug-02-21 A															
DRC-30	Incorporate DRC Comments	15	Aug-03-21 A	Aug-19-21 A															
DRC-40	DRC Review of Response	20	Sep-01-21 A	Sep-13-21 A															
DRC-50	Incorporate DRC Final Comments	5	Sep-06-21 A	Sep-08-21 A															
DRC-60	Submit to Planning and Zoning	5	Sep-06-21 A	Sep-13-21 A															
GMP Process																			
GMP1020	Bid / Prepare GMP	21	Sep-28-21 A	Oct-06-21															
GMP1050	Bid Date for Subcontractor	1	Sep-28-21 A	Sep-28-21 A															
GMP1030	Submit GMP	1	Oct-07-21	Oct-07-21															
GMP1040	City of Mount Dora Review /Approval	7	Oct-08-21	Oct-18-21															
GMP1070	GMP Agreement Execution	5	Oct-19-21	Oct-25-21															

Actual Work Critical Remaining Work
Remaining Work Milestone



MOUNT DORA FIRE STATION #35
EXHIBIT H - ATTACHMENT 10 PROJECT SCHEDULE

Project Id: 19-070-B/L-3
Data Date: Oct-06-21

Activity ID	Activity Name	Orig Dur	Start	Finish					2022												2023		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
	Mobilization & Temporary Construction Activities																						
	MOB-10	Mobilize on Site	15	Nov-10-21	Nov-30-21	Mobilize on Site																	
	MOB-20	Sidewalk Closure	5	Nov-10-21	Nov-16-21	Sidewalk Closure																	
	MOB-30	SWPPP / Silt Fence	2	Nov-16-21	Nov-17-21	SWPPP / Silt Fence																	
	MOB-40	Construction Fencing	2	Nov-17-21	Nov-18-21	Construction Fencing																	
	Site Construction																						
	General Site Work																						
	SW-10	Clearing & Grubbing	5	Nov-18-21	Nov-24-21	Clearing & Grubbing																	
	SW-20	Relocate Existing Telephone Box	10	Nov-19-21	Dec-02-21	Relocate Existing Telephone Box																	
	SW-30	Building Pad	9	Nov-25-21	Dec-07-21	Building Pad																	
	SW-40	Excavate Retention Pond	30	Nov-25-21	Jan-05-22	Excavate Retention Pond																	
	SW-50	U/G Storm Pipe Rough-In at Retention Pond	30	Nov-25-21	Jan-05-22	U/G Storm Pipe Rough-In at Retention Pond																	
	SW-60	Demo Existing Curbing & Sidewalks	1	Nov-25-21	Nov-25-21	Demo Existing Curbing & Sidewalks																	
	SW-80	U/G Sanitary Sewer Pipe Rough-In	15	Dec-16-21	Jan-05-22	U/G Sanitary Sewer Pipe Rough-In																	
	SW-90	Stabilize Retention Pond	7	Jan-06-22	Jan-14-22	Stabilize Retention Pond																	
	SW-100	U/G Domestic Water & Fire Service Rough-In	15	Jan-06-22	Jan-26-22	U/G Domestic Water & Fire Service Rough-In																	
	SW-110	U/G Electrical Primary Conduit	8	Jan-27-22	Feb-07-22	U/G Electrical Primary Conduit																	
	SW-120	Compact Sub Grade	10	Feb-08-22	Feb-21-22	Compact Sub Grade																	
	SW-140	Connections to Roof Drains, Trench Drain & Condensate	5	Apr-11-22	Apr-15-22	Connections to Roof Drains, Trench Drain & Condensate																	
	SW-160	Final Grade Site & Retention Pond	3	Apr-18-22	Apr-20-22	Final Grade Site & Retention Pond																	
	SW-170	Heavy Duty Concrete Pavement	15	Apr-21-22	May-11-22	Heavy Duty Concrete Pavement																	
	SW-180	Site Lighting	10	May-02-22	May-13-22	Site Lighting																	
	SW-190	Bollards at Apparatus Bay	5	May-05-22	May-11-22	Bollards at Apparatus Bay																	
	SW-200	Irrigation Main & Branches	5	May-09-22	May-13-22	Irrigation Main & Branches																	
	SW-210	Install Curbing & Sidewalks	10	May-12-22	May-25-22	Install Curbing & Sidewalks																	
	SW-220	Pull Primary Electrical Cable	2	May-16-22	May-17-22	Pull Primary Electrical Cable																	
	SW-230	Pull Secondary Electrical Cable	2	May-16-22	May-17-22	Pull Secondary Electrical Cable																	
	SW-240	Install Flagpoles / Monument	15	May-26-22	Jun-15-22	Install Flagpoles / Monument																	
	SW-250	City Painting of Hydrants	2	May-26-22	May-27-22	City Painting of Hydrants																	
	SW-260	Striping & Signage Complete	3	May-26-22	May-30-22	Striping & Signage Complete																	
	SW-270	Landscaping & Sod	10	Jun-13-22	Jun-24-22	Landscaping & Sod																	
	SW-280	Irrigation Trim	5	Jun-22-22	Jun-28-22	Irrigation Trim																	
	Dumpster Enclosure																						
DE-10	Tilt Walls	5	May-26-22	Jun-01-22	Tilt Walls																		
DE-20	Enclosure Pads	5	Jun-02-22	Jun-08-22	Enclosure Pads																		
DE-30	Paint Walls	1	Jun-09-22	Jun-09-22	Paint Walls																		

Actual Work

Remaining Work

Critical Remaining Work

Milestone



MOUNT DORA FIRE STATION #35
EXHIBIT H - ATTACHMENT 10 PROJECT SCHEDULE

Project Id: 19-070-B/L-3
Data Date: Oct-06-21

Activity ID		Activity Name	Orig Dur	Start	Finish	2022												2023		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	DE-40	Gates	1	Jun-10-22	Jun-10-22															
	DE-50	Bollards	1	Jun-10-22	Jun-10-22															
	Generator/CU Enclosure																			
	GE-10	Footings for Generator/CU Enclosure	7	Dec-29-21	Jan-06-22															
	GE-20	Tilt Wall	5	Jan-07-22	Jan-13-22															
	GE-30	Metal Coping	2	Jan-14-22	Jan-17-22															
	GE-40	FRP Concrete Slab	3	Jan-14-22	Jan-18-22															
	GE-50	Set Condensing Units	1	Mar-18-22	Mar-18-22															
	GE-60	Install Underground Refrigerant Piping	5	Mar-21-22	Mar-25-22															
	GE-70	Electrical Connection of HVAC CU's	5	Mar-22-22	Mar-28-22															
	GE-80	Set FPL Transformer	1	May-16-22	May-16-22															
	GE-90	Set Generator & Test	10	May-17-22	May-30-22															
	GE-100	Steel Mesh Ceiling at Generator/CU Enclosure	6	May-31-22	Jun-07-22															
	GE-110	Gate Doors at Generator/CU Enclosure	5	Jun-08-22	Jun-14-22															
	Single CU Enclosure																			
	SE-10	Footings for Generator/CU Enclosure	5	Jan-07-22	Jan-13-22															
	SE-20	Tilt Wall	5	Jan-14-22	Jan-20-22															
	SE-30	Metal Coping	2	Jan-21-22	Jan-24-22															
	SE-40	FRP Concrete Slab	2	Jan-21-22	Jan-24-22															
	SE-50	Set Condensing Unit	1	Mar-21-22	Mar-21-22															
SE-60	Install Underground Refrigerant Piping	2	Mar-22-22	Mar-23-22																
SE-70	Steel Mesh Ceiling at Generator/CU Enclosure	6	Jun-08-22	Jun-15-22																
SE-80	Gate Doors at Generator/CU Enclosure	5	Jun-16-22	Jun-22-22																
Building Construction																				
Structure/Exterior Skin																				
Building Structure																				
BS-10	Building Foundations	15	Dec-08-21	Dec-28-21																
BS-20	FRP Tilt Wall Panels on Ground	20	Dec-29-21	Jan-25-22																
BS-30	Form, Reinforce & Pour Slab on Grade	9	Jan-12-22	Jan-24-22																
BS-40	Erect Tilt Wall Panels	5	Jan-26-22	Feb-01-22																
BS-50	Structural Steel Joists & Beams at Main Roof	15	Feb-02-22	Feb-22-22																
BS-60	Metal Roof Deck At Main Roof	10	Feb-23-22	Mar-08-22																
BS-70	Metal Roof Trusses, Decking & Roofing At Main Entry Tower	5	Mar-09-22	Mar-15-22																
BS-80	Prep & Paint Exterior Wall	15	Mar-16-22	Apr-05-22																
Exterior Skin & Roof																				
ES-10	Roof Blocking	5	Mar-09-22	Mar-15-22																

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MOUNT DORA FIRE STATION #35
EXHIBIT H - ATTACHMENT 10 PROJECT SCHEDULE

Project Id: 19-070-B/L-3
Data Date: Oct-06-21

Activity ID		Activity Name	Orig Dur	Start	Finish					2022												2023	
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
ES	ES-20	Single Ply Membrane Roof	15	Mar-16-22	Apr-05-22																		
	ES-30	Install Exterior Louvers	5	Mar-18-22	Mar-24-22																		
	ES-40	Scupper Collection Box & Downspout	3	Apr-06-22	Apr-08-22																		
	ES-50	SetStorefront Windows	10	Apr-06-22	Apr-19-22																		
	ES-60	InstallAluminum Canopies & Sunshades	10	Apr-06-22	Apr-19-22																		
	ES-70	Metal Coping Cap	10	Apr-06-22	Apr-19-22																		
	ES-80	Hang Exterior Doors & Hardware	1	Apr-20-22	Apr-20-22																		
	ES-90	Install Exterior Signage	5	Apr-20-22	Apr-26-22																		
	ES-100	Storefront Doors & Hardware	3	Apr-20-22	Apr-22-22																		
	ES-110	Lightning Protection Building	5	Apr-20-22	Apr-26-22																		
	ES-120	Building Dry In	0		Apr-20-22																		
	ES-130	Final Paint Exterior	15	May-12-22	Jun-01-22																		
	ES-140	Exterior Complete	0		Jun-01-22																		
	Interior Construction																						
IC-10	Under Slab MEPF Rough-In	15	Dec-22-21	Jan-11-22																			
IC-20	Fire Sprinkler Riser Pipe	2	Dec-31-21	Jan-03-22																			
IC-30	Frame Interior Walls	10	Jan-25-22	Feb-07-22																			
IC-40	In-Wall Rough-In Plumbing	3	Jan-25-22	Jan-27-22																			
IC-50	Fire Sprinkler Mains & Branches	8	Jan-25-22	Feb-03-22																			
IC-60	Overhead Ductwork Rough-In	25	Jan-28-22	Mar-03-22																			
IC-70	In-Wall Electrical Rough-In	15	Jan-28-22	Feb-17-22																			
IC-80	Above Ceiling Plumbing Rough-In	15	Feb-11-22	Mar-03-22																			
IC-90	Above Ceiling Electrical Rough-In	20	Feb-18-22	Mar-17-22																			
IC-100	InstallAir Handling Units	10	Mar-04-22	Mar-17-22																			
IC-110	Frame Interior Soffits & Ceilings	10	Mar-18-22	Mar-31-22																			
IC-120	Perimeter Wall Insulation	4	Apr-21-22	Apr-26-22																			
IC-130	Hang Drywall - Walls	8	Apr-27-22	May-06-22																			
IC-140	Hang Drywall - Ceilings	5	May-09-22	May-13-22																			
IC-150	Finish Drywall Ceilings	8	May-13-22	May-24-22																			
IC-160	Conditioned Air Available	0	May-18-22																				
IC-170	Finish Drywall Walls	8	May-19-22	May-30-22																			
IC-180	Prime & 1st Coat Paint Ceilings	5	May-25-22	May-31-22																			
IC-190	Prime & 1st Coat Paint Walls	5	May-31-22	Jun-06-22																			
IC-200	Acoustical Ceiling Grid	3	Jun-07-22	Jun-09-22																			
IC-210	Flooring Finishes	16	Jun-07-22	Jun-28-22																			
IC-220	Set Lights & Diffusers	8	Jun-10-22	Jun-21-22																			

Actual Work Critical Remaining Work
Remaining Work Milestone



MOUNT DORA FIRE STATION #35
EXHIBIT H - ATTACHMENT 10 PROJECT SCHEDULE

Project Id: 19-070-B/L-3
Data Date: Oct-06-21

Activity ID	Activity Name	Orig Dur	Start	Finish					2022												2023
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
IC-230	Fire Sprinkler Trim	3	Jun-10-22	Jun-14-22												■ Fire Sprinkler Trim					
	IC-240	Acoustical Ceiling Tile	2	Jun-22-22	Jun-23-22											■ Acoustical Ceiling Tile					
	IC-250	Millwork / Casework	10	Jun-28-22	Jul-11-22											■ Millwork / Casework					
	IC-260	Doors & Hardware	3	Jun-29-22	Jul-01-22											■ Doors & Hardware					
	IC-270	Hard Tile	5	Jun-29-22	Jul-05-22											■ Hard Tile					
	IC-280	Final Paint	10	Jun-30-22	Jul-13-22											■ Final Paint					
	IC-290	Install Overhead Doors	1	Jul-04-22	Jul-04-22											■ Install Overhead Doors					
	IC-300	Interior Glazing	1	Jul-04-22	Jul-04-22											■ Interior Glazing					
	IC-310	Set Plumbing Fixtures	3	Jul-06-22	Jul-08-22											■ Set Plumbing Fixtures					
	IC-320	Gear Storage Lockers	3	Jul-06-22	Jul-08-22											■ Gear Storage Lockers					
	IC-330	Bathroom Accessories	1	Jul-11-22	Jul-11-22											■ Bathroom Accessories					
	IC-340	Electrical Trimout	2	Jul-14-22	Jul-15-22											■ Electrical Trimout					
	IC-350	Signage & Accessories	1	Jul-14-22	Jul-14-22											■ Signage & Accessories					
	IC-360	Interiors Complete	0		Jul-15-22											◆ Interiors Complete					
	Apparatus Bay																				
	AB-10	Under Slab MEPF Rough-In	10	Jan-12-22	Jan-25-22						■ Under Slab MEPF Rough-In										
AB-20	Set Trench Drains	4	Jan-26-22	Jan-31-22						■ Set Trench Drains											
AB-30	FRP Concrete Slab	10	Feb-01-22	Feb-14-22						■ FRP Concrete Slab											
AB-40	Compressed Air Piping	8	Jun-22-22	Jul-01-22											■ Compressed Air Piping						
AB-50	Lights & Electrical Trimout	8	Jun-22-22	Jul-01-22											■ Lights & Electrical Trimout						
AB-60	Exhaust Fan & Duct Work	5	Jun-24-22	Jun-30-22											■ Exhaust Fan & Duct Work						
AB-70	Seal Concrete Floor	5	Jul-01-22	Jul-07-22											■ Seal Concrete Floor						
AB-80	Cord Reels	3	Jul-04-22	Jul-06-22											■ Cord Reels						
AB-90	Overhead Doors	8	Jul-08-22	Jul-19-22											■ Overhead Doors						
AB-100	Apparatus Bay Interior Complete	0		Jul-19-22											◆ Apparatus Bay Interior Complete						
Closeout																					
CO-10	Test & Balance	7	Jul-01-22	Jul-11-22											■ Test & Balance						
CO-20	Construction Clean	2	Jul-08-22	Jul-11-22											■ Construction Clean						
CO-30	Final Inspections / Owner Training	20	Jul-18-22	Aug-12-22											■ Final Inspections / Owner Training						
CO-40	Final Clean	5	Jul-20-22	Jul-26-22											■ Final Clean						
CO-50	Substantial Completion	0		Aug-12-22											◆ Substantial Completion						
CO-60	Punchlist	20	Aug-15-22	Sep-09-22											■ Punchlist						
CO-80	ODP Reconciliation	40	Aug-15-22	Oct-07-22											■ ODP Reconciliation						
CO-70	Owner Occupancy	0	Aug-31-22												◆ Owner Occupancy						
CO-90	Final Completion	0		Oct-07-22											◆ Final Completion						

■ Actual Work ■ Critical Remaining Work
■ Remaining Work ◆ Milestone



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Mount Dora Fire Station 35 Guaranteed Maximum Price Proposal

Exhibit "H", Attachment 11
Lump Sum Labor Burden



Exhibit "H"
Guaranteed Maximum Price
City of Mount Dora Fire Station 35

Attachment 11
Lump Sum Labor Burden

Lump Sum Labor Burden Rate Table
Construction Manager at Risk, City of Mount Dora - Fire Station No. 35
Date: October 7, 2021

Wharton-Smith Inc.		
Florida Payroll Tax Rate Breakdown		
	7-Oct-21	1-Mar-22
Description	Rate (%)	***Rate (%)
FICA	7.650%	
FUTA	0.200%	
SUI	0.730%	
Workman's Compensation	2.800%	
Medical	12.580%	
Holiday	3.100%	
Vacation	4.920%	
Training	0.300%	
401K Contribution	8.250%	
Sick /Personal Time	2.700%	
Bereavement	0.000%	
Life Insurance	1.000%	
Other Benefits (LTD, AD&D and Bus. Travel Ins.)	0.000%	
Florida Payroll Tax Rate	44.230%	TBD

The Labor Burden Rate above shall not exceed 44.23%.

I certify that the employees' that will be working on this project will be billed at their actual rate plus the above labor burden rate.

Attested: *Tom Murphy*

Title: Director of Operations

Date: October 7, 2021



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request Approval of Amendment 3 to the Professional Services Agreement between the City of Mount Dora and ADG for Fire Station 34/Fire Admin/EOC Phase 2 Design and Engineering Services

Introduction:

This is a request for City Council to approve Amendment 3 to the Professional Services Agreement between the City of Mount Dora and ADG, which includes Phase 2 Design Services for Fire Station 34/Fire Administration/EOC.

Discussion:

On May 21, 2019, City Council approved staff entering into negotiations with the top-ranked firm as determined by the Evaluation Committee under RFQ 19-PS-017 Architectural Design Services -Fire Department. The top-ranked firm was Architects Design Group (ADG).

On November 5, 2019, City Council approved Resolution No. 2019-141, authorizing the architectural design services agreement for providing professional design services related to the construction of fire stations within the City of Mount Dora (Attachment A). The pricing reflected in the agreement represented Phase 1 only of the multiple design phases.

In its original design, Station 34 was a standalone facility adjacent to a multi-departmental administration building housing Fire Administration and the Emergency Operations Center (EOC) on the Limit Avenue site. Due to budget constraints, the City determined it to be in the best interest to redesign Station 34 to include Fire Administration and the EOC. Accordingly, on June 1, 2021, City Council approved Amendment 2 to the Professional Services Agreement, which provided additional fees for the redesign of Station 34 to include the Fire Administration and EOC. The redesigned Fire Station 34/Fire Administration/EOC concept design submittal is included as Attachment 1.

Amendment 3 to the Professional Services Agreement includes Phase 2 design and engineering

costs for Station 34/Fire Administration/EOC in the amount of \$933,677. It is important to note that the civil engineering firm subcontracted by ADG, AVCON Engineers, will perform a stormwater master plan for the full Limit Avenue site with phasing to achieve optimal stormwater treatment and handling on site in coordination with St. Johns River Water Management District permitting.

Budget Impact:

This project is funded by the bond and Fire Assessment Fee and will use the following GL line: 310-5555-562.00.34-FS0034.

Strategic Impact:

Goal 2: Infrastructure / Public Safety

Recommendation City Council approve Amendment 3 to the Professional Services Agreement between the City of Mount Dora and ADG.

Attachment(s):

1. Attachment 1 FS34 Admin EOC Concept Book
2. Amendment 3 - ADG. Fire Station Design Services.SGS (ADA)

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Rich Loewer, Deputy Fire Chief
Chet Cramer, Project Manager
John McKinney, Finance Director
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/12/2021

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Mount Dora Fire Station 34 / Fire Administration / Emergency Operations Center

Mount Dora, FL



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October 4th, 2021

Mr. Charles Revell, Acting City Manager
Mr. Chet Cramer, Project Manager
Ms. Merry Lovern, Co-Manager
Fire Chief Rich Loewer
City of Mount Dora
1300 N. Donnelly St
Mount Dora, FL 32757

Re: Mount Dora Fire Station No. 34 / Fire Administration / Emergency Operations Center
Spatial Needs Assessment (SNA) and Concept Design Package
ADG Project No. 1038-20/1.2

Dear Mr. Revell, Mr. Cramer, Ms. Lovern, and Chief Loewer

Architects Design Group (ADG) is pleased to submit this draft Space Needs Assessment and Concept Design Package for the Mount Dora Fire Department – Station No. 34 / Fire Administration / Emergency Operations Center. This Design Package includes a site master plan and feasibility study, floor plan, elevations, narratives of the proposed systems, design and materials standards, space needs assessment and space needs standards, as well as 3-dimensional renderings presenting the proposed exterior design concept of the building.

This submittal is intended to be used to introduce the project to the City Council, and as a companion to the estimate of development cost that the Construction Manager, Wharton Smith, is developing for the project. Once these elements come together, ADG anticipates finalizing this design intent and using it as a basis for further developing the site and building design under Phase II design & engineering activities.

The space needs assessment included in this submittal outlines the specific spaces that encompass the proposed 17,444 square foot, one story building with a three-bay fire station, Mount Dora Fire Department administration, and the city's Emergency Operations Center. Due to the nature of the project's emergency response function, the facility is being designed to comply with the Florida Building Code requirements outlined for an "Essential Facility".

Additionally, ADG has developed conceptual site options which were reviewed with the Mount Dora Fire Department and City staff, and the civil engineer, Avcon, Inc., to confirm the preferred Master Plan layout for the site. The conceptual Site Plan is included in this submittal.

We wish to thank all individuals who have participated in this phase of the design for Fire Station No. 34 / Fire Administration / Emergency Operations Center. Please let us know if you have any questions or concerns. We look forward to your comments, and to proceeding into the full Phase II Schematic, Design Development and Construction Document phases of the project.

Sincerely,

Susan Gantt, AIA, LEED AP
Senior Vice President
Architects Design Group

Lori Godbold
Sr. Project Manager
Architects Design Group

CC: ADG File

Summary

The proposed building, that will serve as the City of Mount Dora Fire Station #34, fire administration services, and the Emergency Operations Center, will be located on Limit Avenue, Mount Dora, FL. The footprint of the proposed building is approximately 17,300 SF, located on the southwestern portion of the site, near Limit Ave. A portion of the property currently serves as the City of Mount Dora Water Treatment Facility, which will remain on site. There are no wetlands or other surface waters onsite or immediately adjacent to the project site. In addition, there is no evidence that the site is being utilized by threatened or endangered species.

Site Work

The proposed parking lots and drive isles will be constructed of concrete with heavy-duty sections where fire apparatus and garbage trucks will access. Firetruck and public vehicle access will be provided along Limit Ave on the south side of the site. Public vehicle and secured staff parking will be accessible from the east driveway connection. The proposed buildings and secured parking areas will be fenced to provide only access to personnel and fire vehicles.

Stormwater

The proposed improvements include a master stormwater detention pond located in the northwest corner of the property. The master pond will provide water treatment and attenuation volume for all improvements on the site. Including the public works facility, warehouse and other infrastructure proposed. The site is located within the Ocklawaha Hydrological Basin, Wekiva Recharge Protection Basin, and the Lake Gertrude Basin. The site flows under Donnelly Street and eventually to Lake Gertrude that contains an overflow to Lake Dora, an open basin. The site is in an area of the minimal hazard.

The proposed water management system will be designed to provide water treatment volume for the post-development conditions. This project will require an individual permit through the SJRWMD. The primary source of drainage will be sheet flow into the master stormwater pond with a limited number of inlets and underground pipes.

Utilities

It is assumed that the city's infrastructure can accommodate the development of this site. Potable water and wastewater services will be provided to the site from the existing infrastructure. There is an existing lift station located on-site, west of the demolished building foundation. The existing lift station is being evaluated to determine the feasibility for reuse for the development of the fire station project. The existing lift station is approximately 11 years old, and the pumps are in working order, they will need to be verified with the future utility design parameters for cycle times. The wet well is currently located within the future driveway and will need modifications to remain in its current location including electrical panel relocations and a new H20 load rated access cover. Other design factors that are still required to be determined are the final wet well depth, width, and gravity main invert with the final design information. The City of Mount Dora has an existing water treatment plant currently located on the site. There is an existing 6" water main located on the south side of Limit Ave and the site will utilize a

connection with this main to serve the project. Adequate pressure for the development should not be an issue since the project is located on the same parcel as the water treatment plant and the point of connection is close to the production facility.

Tree Mitigation

No tree survey information has been provided but in looking at aerial imagery, the cleared site was previously an orchard but contains a cluster of large canopy trees. Tree Mitigation requires one 3.5" caliper tree for each tree removed which is less than 24" DBH. Any tree larger than 24" DBH requires one 3.5" caliper for each eight inches of diameter removed. Required buffer trees cannot be counted towards mitigation inches.

Perimeter Buffers

The current site plan proposes a 10' wide perimeter buffer along Limit Ave. and a 30' average depth buffer around the remainder of the site. 10' perimeter buffers require 3 canopy trees (2" Cal, 8' ht.), 5 understory trees (1.5" cal., 6' ht.) per 100 linear feet and a continuous shrub. 30' perimeter buffers require 4 canopy trees and 5 understory trees per 100 linear feet and a continuous shrub.

Vehicular use areas

Each terminal and interior landscape island will require 1 tree (2" caliper, 8' height) and groundcover. Terminal islands are required at the end of each row of parking and interior islands are required every ten parking spaces. Landscape area equal to 10% of the vehicular use area is required, and terminal and interior islands can be used towards this requirement. All vehicular use areas adjacent to property perimeters are required to have a 36" high continuous shrub.

Building Perimeter and Site

The City's LDC requires buildings of 20,000 sf and larger to provide foundation plantings equal to 100 sf per 1,000 sf of building ground floor area. Planting areas are required to be adjacent to the primary building façade and can either be raised or ground level and are required to be a minimum of 10' wide. All other open areas shall be sodded with Bahia grass.

Irrigation

The City's LDC requires all landscaped areas to provide automatic underground irrigation systems with 100% coverage. Irrigation system is to incorporate water-friendly conservation practices and include a rain sensor.

Summary

The new facility is designed to be an approximately 17,444 square foot single story signature facility for the City of Mount Dora, meeting stringent survivability, providing functional criteria, and creating civic architecture that fosters pride in the community. An existing water treatment plant will remain operational on the site, with an existing retention pond area to be expanded to accommodate new development. Existing access to the site will be enlarged to accommodate engineering standards for commercial development and another exit access point shall be added to the northwest edge of the site.

Program

The facility houses the City of Mount Dora Fire Station 34, Fire Administration, and Emergency Operations Center. A prominent street facing lobby provides access to the fire station building functions as well as to the fire administration and EOC. Due to its function as an Essential Facility, as defined by the Florida Building Code, this building will adhere to Chapter 16 Risk Category IV requirements for structural and building envelop design. A detailed program of the spaces – dedicated and shared - can be found in the Space Needs Assessment portion of this report.

The Fire Station is a 9,961 SF station house containing crew quarters for six staff per shift and three drive through apparatus bays. The floor plan promotes not only functionality and rapid response times, but also firefighter health and safety, through the design of adequate air exchange, acoustical separations, physical agility space, appropriate light levels and transition air locks between the apparatus bays and living quarters which limit exposure to carcinogens. This facility represents the City's long-term investment in the Mount Dora community and is intended to function for many years.

Fire Administration is a 1,113 SF space comprising of open office workspaces along dedicated office space for the fire chief and deputy fire chief. The department is located at the building front, directly accessed by a shared lobby space.

The Emergency Operations Center (EOC) is a 6,370 SF facility, comprising of a primary EOC which can be divided into three separate meeting spaces. EOC support functions are located directly adjacent Incident Command Center. A physical agility room and shower/locker rooms are also provided for and shared between the fire department and other city government departments.

Architectural Design Considerations

Providing City of Mount Dora with a timeless civic facility that fits into the context and references the local historic styles, while bringing those elements up to date, is the guiding principle for the architectural design. In order to achieve this goal, we have incorporated the following:

- Breaking up the massing and volumes to fit into the surrounding residential neighborhood, while still maintaining a sense of governmental and civic importance.
- Creating an easily identifiable and welcoming entry with entry plaza for persons coming to the station for an emergency or to the EOC.
- Providing a covered canopy with colonnade from the public parking into the entry plaza.
- Taking design inspiration from vernacular Florida Architecture by providing a wraparound “front porch” for sociability, shading, and to cool the air before it enters the building.
- Using different colors and textures to break up building volumes and facades.
- Using Sloped roofs to minimize the high volumes of the Apparatus Bay and EOC and to reference residential architecture.
- Using Clerestory windows to break up the high volume of the EOC and bring in natural light.
- Creating separate volumes between the fire station and EOC facility.
- Provides the Mount Dora Municipal Code required 33% glazing on the primary façade.

Building Massing and Entryways

The primary building elevation addresses the street and faces the public parking with an articulated façade along the length of the building. The façade is pronounced by a readily identifiable shared public entry into the building. The facility is designed with adequate scale and character for a municipal structure while integrating into the context of the surrounding community. Heights vary based upon the function of the space (i.e., Apparatus Bays vs. living quarters vs. EOC vs. offices). The building signage will meet the City's Visual Identity Standards and Communications Style Guide.

Design Functionality

Occupant health and safety is the priority in the design of this facility. In order to accomplish this, the fire station functions independent of the EOC and fire administration. The following items have been incorporated into the design occupant's safety, health, and work efficiency:

- Apparatus bays are separated from the living and working quarters by apparatus support areas.
- Two airlocks with pressurization allow for isolation of carcinogens between the apparatus bays and the living quarters.
- Sleeping quarters and active crew quarters have acoustic separation to allow for needed firefighter rest and recuperation.
- The kitchen area contains separate lockable pantries for each firefighter crew shift, as well as for the EOC.
- The EOC, located in the east corner of the building, facilitates opportunity for future expansion.
- A shared Physical Agility Training room is provided which will serve to foster department's wellness and physical preparedness while building team cohesion.

Building Materials and Color

All materials selected are to be durable and easily maintained. The primary building materials utilized are sealed concrete floor; coated concrete tilt wall panels on concrete footings for walls and parapets, a thermoplastic polyolefin roofing system on insulation board and metal deck on steel joist roof framing. Glazing utilized is less than 20% reflectance. The exterior glazing will be laminated insulated Low-E, Level D impact resistant glazing in storefront framing for survivability

and energy efficiency. Glazing assemblies will meet the designated impact standards and testing criteria.

Roof Treatment

The roofing heights are varied to create usable volume and height conditions internally as well as create massing variation on the exterior of the building. Due to the survivable nature of this building and its public prominence there will be no exposed roof top equipment. All equipment will be ground mounted behind protective enclosures in the secure staff area for survivability, security, and ease of maintenance. A thermoplastic polyolefin roof system will be utilized, meeting the stringent wind uplift pressures.

Site Design

The site is composed of two parcels on the north side of Limit Avenue, the combined size of the two parcels being approximately 16 acres. An existing water treatment plant will remain operational on the site, with an existing retention pond area to be expanded to accommodate new development. Under a separate contract, the site development will include an Inventory Warehouse/ Public Works, a covered Storage Building, a laydown yard, a covered rolling assets storage, and a fuel and wash station.

The proposed facility will be placed at the southwest corner of the campus, accessed solely from Limit Avenue. The existing access to the site will be enlarged to accommodate engineering standards for commercial development and another access point shall be added to the east end of the site. Visitor parking shall be located directly in front of the building while a secured perimeter fence with access-controlled gates will surround the remainder of the site. The access to visitor parking, apparatus bay drive and staff parking entry and exit will be from the southeast side of the site along Limit Avenue. The site will further accommodate dumpster, chiller, a dedicated emergency backup generator with fuel tank for EOC, and support equipment. Exterior development will include site lighting, flag poles, covered dining patio and workout space, and regional landscape elements.

The project and its design attributes will be reviewed further with the City Planning and Zoning department to ensure compliance and gather City input. A feasibility study has been completed for this site by AVCON, Inc., the civil engineer for the project. It can be found in the Appendix of this report. The report addresses the availability of existing utilities to the site, storm water design considerations, and the basis of design for any utility extensions. The report also addresses regulatory issues that must be considered in the development of the site. It is imperative that these essential service facilities be protected from flood in order to maintain facility operation during an event. The project site is located in an area of minimal flood hazard (Zone X).

A separate geotechnical testing report does indicate a somewhat high water table location at the portions of the site. This may require additional fill to be placed on site in order to separate paved and building areas from high water table moisture. Soils can sustain loads of 2,500 psf. See report for design recommended actions.

Emergency Systems, Redundancy & Hardening

Due to the nature of this building type and the need to maintain operations during a natural event, there are many attributes that are unique and are beyond the typical office building.

The Florida Building Code 2020 (7th Edition) categorizes this facility as Category IV, Essential Facilities (Table 1604.5) and is required to maintain operation before, during, and after natural and/or manmade events. Based on the unique requirements of the building and building systems, a detailed and coordinated approach to the emergency backup and redundancy systems is required.

While the 2020 Florida Building Code seventh edition is the predominant guideline for essential facilities, it does not address all aspects of vital emergency and redundancy systems and survivable structures. Therefore, ADG has developed best practices based on experience derived from other nationally recognized guidelines and vital emergency facilities. The following documents have been used to develop this approach:

- FEMA 361: Design and Construction Guidance for Community Safe Rooms
- FEMA 543: Design Guide for Improving Critical Facility Safety from Flooding and High Winds
- ICC-500: ICC/NSSA Standard for the Design and Construction of Storm Shelters
- NFPA 75: Standard for the Protection of Electronic Computer/Data Processing Equipment
- NFPA 111: Emergency Standby Power
- NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems
- TIA Standard 942-B, Telecommunications Infrastructure Standard for Data Centers (ANSI/TIA)
- Dept. of Defense, UFC Standards (used for security stand-off distance guidance)

In designing this facility, it is assumed that all requirements of the current Florida Building Code, Florida Fire Prevention Code, and associated State and National systems codes will be incorporated into the project. This narrative focuses on the "above code" best practices" for designing and providing a facility and systems that reliably support the continuity of operations (COOP) for the emergency communications functions that Mount Dora citizens require.

Differing operational standards, state and local codes and/or environmental and manmade threats have a variety of impacts how a facility is designed, and on the approach to the selection of systems, and the appropriate level of redundancy and protection for them. Therefore, time has been spent reviewing these design parameters with the Mount Dora Administration staff in order to determine the appropriate combination of protection and redundancy for this operation. Below are the specific recommendations of the ADG Design Team for the new facility. These recommendations can be revisited, based upon a balance between performance and cost; however, it should be kept in mind that these recommendations reflect the most effective way to achieve the reliability of the emergency communications operation at this time. The following is a summary of the analysis for this facility.

Emergency Systems & Redundancy Approach

The facility is recommended to be equipped with redundant systems (HVAC, sanitation, potable water and power) allowing a minimum of 72 hours of continuous "off-the-grid" operation for vital systems and areas. Refer to ICC 500, chapter 7 and the NFPA 1221, section 4.7.4.12.

Electrical Power

- NFPA 1221, Section 4.7.1.2: required to have (2) independent, reliable power sources (primary and emergency) both of adequate size to supply the Communications Center.
 - Facility Primary Power: utility power
 - Facility Emergency Power: An emergency generator will be provided to allow normal operation of critical loads (100% Communications load and server, data, UPS and IDF rooms) with fuel/capacity for 72 hours sustained use.
- Additional Redundancy Provision: A ship-to-shore connection will be provided allowing another emergency generator to be deployed and connected to the facility (per NFPA 1221, Section 4.7.1.4). Also, a second emergency generator and a second utility feed from a separate loop will be part of the project as an alternate.
- All generators and HVAC equipment, pumps, etc. at the exterior central energy plant are protected from impact.

UPS System

- The Emergency Operations Center Floor and other designated vital areas reliant on uninterrupted power will be equipped with an uninterruptable power supply. Duration is recommended to be a minimum of 15 minutes. Refer to NFPA 1221, section 4.7.8.3.
- TIA- 942 Data Center Standards, Tier III - Duration is recommended to be a minimum of 30 minutes.

HVAC System

- Section 4.4.1.2: requires HVAC systems for Communications Centers to be separate. The Emergency Operations Center floor will be equipped with a separate HVAC system capable of running off of both the primary and secondary power sources.
- Additional Redundancy Provision: Critical server, data and IT hub rooms will be equipped with separate HVAC units as well as backup units capable of running off of the primary or secondary power source.

Potable and Sanitary Water Backup Systems

- required per section 4.3.8.1: no capacity given
- A potable water tank and sanitary tank will be provided per ICC 500, Table 703.3
 - Minimum potable backup water capacity for 72 hours is to be calculated as: 1 gallon/per occupant/per day
 - Minimum sanitary backup capacity for 72 hours is to be calculated as: 1.5 gallons/per occupant/per day
- Additional Redundancy Provision: Bottled water storage will be provided within the building.

Technology System

Technology system redundancy to be designed to TIA- 942 Data Center Standards – Tier III for all EOC and EOC support spaces.

Building Security System

This is a secured facility. A building access control system will be provided and be on backup emergency power to continuously maintain:

- Site Access Control.
- Building Perimeter Access Control- Card reader-controlled access to all door openings at the exterior of the building.
- Internal Access Control- Card reader-controlled access to interior areas of the building, at various levels of access, as determined specific to this project.
- Perimeter surveillance by video camera, with continuous recording, and 24-hour monitoring by staff.

Facility Hardening

The Exterior Envelope will be designed by & adhere to the following codes, standards, & Guidelines. The exterior envelope of the building shall be designed to meet the FBC requirements for Risk Category IV facilities. This requires designing the building envelop and structural systems to resist wind speeds of 142 miles per hour and impacts to Level D category.

An optional upgrade will be to design to the FEMA 361 guidelines. This particular facility will utilize the Tornado Storm Guidelines. Meeting this code enhances the facility's survivability beyond the Florida Building Code (FBC) 2020 seventh edition minimum requirements for Occupancy Category IV, "Essential Facilities".

The wind speed in this location is 200 mph, exposure C per the International Code Council Standards for the Design and Construction of Storm Shelters (ICC 500) Figure 304.2(1), as referenced by FEMA 361. Impact protection is required to resist the force of a 15-pound 2x4 at 90 mph for vertical surfaces and 60 mph for horizontal surfaces. Missile impact resistance of all components of the facility envelope (including doors and opening protectives) should be tested in accordance with ICC-500, Section 305.

Exterior emergency equipment

All exterior emergency equipment will be housed in a secure enclosure within the secured perimeter and be monitored with the facility access control system. The enclosure will be designed to the wind and impact criteria.

The materials and finishes in the new Fire Station and EOC facility will be selected with the usage of a 24-hour facility in mind. Since these facilities operate 24 hours a day, the materials and finishes age three times faster than a typical facility, therefore more durable and higher ounce weights materials and finishes are required. The purpose of this is to specify finishes and grades of materials utilized with the specific colors and textures to be selected in a later phase of the design, incorporating the owner's input to ensure their vision is captured as well.

Flooring

- **Porcelain tile-** Through-body porcelain tile is selected for its durability and slip-resistant properties, with the safety of occupants being a priority. Tile will be used throughout, including living and sleeping areas, areas exposed to water, such as restrooms, and possibly the dining room.
- **Sealed Concrete-** Stained and sealed concrete floor will be specified, providing low-maintenance flooring that fits within a cost-conscious budget. Clear coat will be used in support and back-of-house areas. In Apparatus Bays, texture will be specified to have a grip additive in order to be slip-resistant.
- **Rubber Tile- Rubber-**chip tiles are a durable and shock-absorbent solution for high-impact physical fitness spaces.
- **Static Dissipative Flooring Tile-** In highly sensitive areas like the EOC floor, specialty flooring must be used that is anti-static and will dissipate charge quickly as furniture and equipment is moved in the space. Static dissipative carpet would be installed with access flooring in order to route mechanical and electrical services. At IT areas, electrostatic dissipative vinyl tile will be installed using Motorola R56 standards.

Millwork

- **Countertops**
 - **Stainless Steel-** Stainless steel is used for high-use spaces, such as the kitchen, where chemicals are typically used to keep surfaces sterile. It is a durable product used in vertical or horizontal applications.
 - **Quartz Surface-** Quartz surfacing is ideal for use at high-profile countertops. It is extremely durable, heat-resistant and resistant to fading from UV light.
 - **Solid Surface- Solid** surfacing is used in wet areas, often with a sink combination in restrooms. It is a durable and renewable product with an appearance suitable for public areas. It is generally less expensive and lighter in weight than quartz surfacing, making it a budget-friendly alternative.
 - **Laminate-** Plastic laminate is used in both horizontal and vertical applications. In the horizontal application, plastic laminate can be found in areas that include countertops without a sink, or general work surface areas. In the vertical application, plastic laminate can be found on the face of cabinets. Plastic laminate faced cabinets are recommended versus stained wood cabinets due to its durability and the nature of these types of facilities.

Glazing

- **Interior Glazing- Clear** glazing is typically found in office areas, allowing natural lighting to penetrate into interior spaces.

Furniture

- **Office Spaces**
 - **Seating** - Several styles and types of seating will be specified on this project. Rank, location, and usage are all factors in determining the aesthetic and function of each chair selected.
 - **Office Task Chairs** - A chair with either an upholstered, or a fabric or plastic mesh back with an array of adjustments to ensure that the chair fits its occupant ergonomically. These chairs are primarily located within administrative areas.
 - **Meeting Chairs** - Often called collaborative chairs, these are not intended for long periods of sitting compared to office task chairs. For that reason, they typically provide fewer adjustment options. These chairs are located in training rooms and report writing areas. To accommodate the various uses of training rooms, meeting chairs are usually stackable and/or have the ability to nest, and have casters.
 - **Guest Chairs** - Guest seating is usually selected for a statement look through design and/or upholstery selections. They typically have no adjustment/comfort options, a low profile or no arms, and glides instead of casters. These chairs are used in administrative areas, and provide additional seating in conference rooms and classrooms.
 - **Dining Room and Crew Quarters Chairs** - Chairs with 4-leg or sled bases and low-maintenance finishes are typically selected for use in breakrooms and as side chairs in Crew Quarters. Intended for short periods of use, they typically have a poly shell without upholstery, or a poly shell with a vinyl or vinyl-type upholstered seat.
 - **Dayroom Chairs** - Comfortable recliners with durable upholstery provide rest and relaxation.
 - **Desk** - The style, material, and finishes used on desks will be determined by the function of the spaces.
Usually, general offices have a freestanding desk, a return that contains a drawer pedestal or lateral file storage, and a hutch providing storage above the return. A tackboard within the hutch provides display surface.
Officers' offices have a similar desk configuration, with a slightly larger freestanding desk, return and a storage credenza. A hutch and tackboard provide storage and display space above the credenza. A storage tower with space for hanging items and additional drawer and/or shelf is also provided.
- **Filing Cabinets, Bookcases, and Storage Cabinets** - Storage is specified where needed.
- **Tables** - The style, material, and finishes used on tables are determined by the function of the spaces.
- **Dining Room** - A sturdy table with durable finishes may also include the station's logo.

- **Bunk Rooms**

- XL Twin Bunk Beds – Stackable type in case of emergency or future growth. Durable and can be made out of solid wood or metal. Can be specified to have drawers at base for storing bedding.
- Free Standing Desk – Desks can be for personal use.
- Night Table – Beside bunk beds to hold small personal items.
- Wardrobe/Storage lockers – Used to store clothing, personal items. Can be specified with lock, rod, shelf, and drawer.

The style, material, and finishes used in the bunk rooms all tie in together.

- **Personal Storage Lockers** - Full height personal storage lockers with lock, internal rod, and shelf. Typically located at an alcove just for the lockers, at the dining room, or day room.
- **Apparatus Bay**
 - **Turnout Gear Lockers** – Storage for turnout gear or Personal Protection Equipment. Located in or near Apparatus Bay.
- **Emergency Operations Center**
 - **EOC Tables**- Tables shall be designed with durable finishes and in a flexible configuration to meet the county's needs for collaboration and group workflow during activation events, as well as training exercises. Tables will be equipped with built-in power and data ports.
 - **EOC Chairs**- Similar to chairs used in the 911 Center, these chairs must be made of durable materials and heavy-duty structural support in order to accommodate many body types for long durations.

General Finishes

- **Walls** - Interior walls are composed of gypsum wall board, finished with an orange peel finish to level 4. A typical facility will consist of white or off-white walls with accent walls located in key areas. Typically, a facility will consist of up to five accent wall colors. Accent colors and the location of accent walls are reviewed with the owner.
- **Acoustic wall panels** - Acoustic wall panels are installed on the walls in areas that need a higher STC (sound transmission coefficient). The panels have a foam core and are wrapped with fabric. These panels are typically used in the EOC, dispatch centers and larger training or conference rooms.

Interior Doors

- **Solid Core** - Interior doors along public spaces, corridors, offices and conference rooms are typically solid core with stained wood veneer, although a laminate finish may be used for durability or budgetary reasons.
- **Hollow Metal** - Hollow metal doors typically receive a semi-gloss paint finish. These doors are found in high-traffic areas, or areas that are prone to a higher level of abuse, including mechanical rooms and on the exterior of the facility.

Summary

The following is a schematic level narrative for the new Fire Station #34 and EOC and future Admin Building located in Mt. Dora, Florida.

The EOC shall be a hardened facility designed as a hurricane shelter.

Codes

The project building shall be designed in accordance with the following Codes and Standards:

- Florida Building Code, 2020, Seventh Edition
- ACI 318-17 American Concrete Institute - Building Code Requirements for Structural Concrete
- AISC 360-16, Specification for Structural Steel Buildings
- ASCE/SEI 7-16, American Society of Civil Engineers/Structural Engineering Institute: Minimum Design Loads for Buildings and Other Structures
- ICC500-2014 ICC/NSSA standard for the Design and Construction of Storm Shelters (EOC Only)

Foundations

ECS Florida, LLC has conducted a site-specific design level geotechnical study for the project. A shallow foundation system will be utilized with a minimum allowable bearing of 2500 PSF.

First Floor Slab

A 6" slab on grade is proposed for the apparatus bay and a 5" slab on grade for the remainder of the buildings. The grade slabs will be placed on a vapor barrier over suitable compacted soil.

Roof Construction

The roof structure for the Fire Station and future Admin Building shall be a 1.5B-20 GA galvanized deck on open web steel joists spaced at 5'-0" O.C. bearing on tilt up concrete walls. Interior bearing shall be on either tilt up concrete walls or wide flange steel beams.

Roof construction for the EOC shall consist of a 3 ½" normal weight concrete slab on 3"-20 GA composite metal deck with an overall thickness of 6 ½" supported by composite structural steel framing to meet hurricane storm shelter requirements. Structural steel framing will be supported by interior structural steel columns and exterior load bearing walls.

Lateral Load Resisting System

The primary lateral load resisting system are tilt wall concrete panels acting as shear walls. The roof deck will be designed as a diaphragm to deliver lateral loads to the shear walls.

Building Exterior Enclosure System

The exterior enclosure system of the building will be tilt up concrete panels, metal panels with stud back up, and/or glazing. The metal panels and glazing shall meet code prescribed missile requirements.

Tilt panels will be 7 ¼" in total thickness with a ¾" allowance for architectural rectifications. The tilt panels for the apparatus bay door openings will have 1'-0" by 1'-0" thickened "legs" to accommodate the doors.

Impact Resistant Exterior Glazing, Cladding And Components

The building is an essential facility located within the wind-borne debris region. The building is required to have impact resistant protection for exterior glazing, cladding and components. The EOC section of the building will be designed as a hurricane storm shelter and require enhanced Missile criteria in accordance with ICC 500 – 305.1.2.

Special Inspection Requirements

The project does not qualify as a Threshold Building and is not required to have Threshold Inspections.

Design Loads

Live Loads:

	<u>Uniform</u>	<u>Concentrated</u>
Floors	100 PSF	1,000 Pounds
Apparatus Bay	250 PSF	ASHTO HL-93
Stairs	100 PSF	300 Pounds
Light Storage Areas	125 PSF (non-reducible)	
Mechanical/ Electrical Rooms	150 PSF (non-reducible)	
Electrical Rooms	150 PSF (non-reducible)	
Roof	20 PSF (non-reducible)	300 Pounds

Wind Loads:

Basic Wind Speed (Ultimate)	147 MPH (FS #34 & Future Admin) 160 MPH (EOC)
Wind Directionality Factor	0.85 (FS#34 & Future Admin) 1.00 (EOC)
Risk Category	IV
Exposure Category	C
Enclosure Category	Enclosed
Mean Roof Height	(T.B.D.)

Earthquake and Snow Design Data:

Not Applicable per FBC

Deflection Limits:

	<u>Live</u>	<u>Wind</u>	<u>Dead+ Live</u>
Roof Members	L/240	L/240	L/180
Exterior Walls			
With Stucco/Brittle Finishes		L/360	
With Flexible Finishes		L/240	
Interior Partitions			
With Drywall Finishes		L/240	
Overall Structure Drift		L/500	

Materials

Concrete:	
Foundations:	4000 PSI, Normal Weight
Slab on Grade:	3500 PSI, Normal Weight
Composite Slabs:	3500 PSI, Normal Weight
Tilt Wall Panels:	4000 PSI, Normal Weight
Grout for Tilt Wall Panels:	6000 PSI
Reinforcing Steel:	ASTM GR 60
Structural Steel:	
W Shapes:	A992 Fy = 50 KSI
Other Shapes:	A36 Fy = 36 KSI
HSS Shapes:	A500 Fy = 46 KSI Grade B
Plates and Bars:	A36 Fy = 36 KSI
Connections:	
Bolted Connections:	¾" diam., A325X
Welded Connections:	E 70XX electrodes
Welded Headed Studs:	
All	¾" diam. Min., ASTM A-108, AWS D1.1
Deformed Bar Anchors:	
All	AWS D1.1, Fy=70 ksi
Concrete Masonry	
Normal Weight Units:	F'm = 2000 PSI, ASTM C90

The proposed building structures and systems are to be designed in accordance with the Florida Building Code, with current amendments/supplements, and local ordinances. Scope of work includes HVAC, plumbing, and fire protection systems for a new administration/emergency operations center. The proposed building shall be specifically designed to be operational during and following hurricane event.

This narrative includes HVAC systems design conditions and primary system types; Plumbing systems components; and Fire Protection/Sprinkler Systems guidelines. The narrative is provided for the purpose of preliminary planning and comparative systems pricing. Comparative pricing shall include all work and materials necessary required for each option presented in this narrative. Appropriate allowances shall be made for work and items not defined in this document. It is anticipated that the final construction documents may modify some of the information contained herein.

The system design approach and installation for the mechanical, plumbing, and fire protection systems shall comply with all current building codes, including, but not limited to, the following:

Primary Design Codes and Standards

- Florida Building Code, Building
- Florida Building Code, Mechanical
- Florida Building Code, Plumbing
- Florida Building Code, Fuel Gas
- Florida Fire Prevention Code
- Florida Energy Code
- NFPA 101
- NFPA 13
- Orange County Ordinances
- ASHRAE 15-2016
- ASHRAE 55-2017
- ASHRAE 62.1-2016
- ASHRAE 90.1-2013
- ASHRAE 2017 Handbook of Fundamentals

Heating, Ventilating and Air-Conditioning Design (HVAC)

Ambient Design Conditions

- Peak Design Conditions Summer 92.2°F DB/79.2 WB (ASHRAE 0.4% Peak)
- Ventilation Design Conditions Summer 88.8°F DB/82.7°F WB (WB/Mean Coincident DB)
- Winter 39.3°F DB (ASHRAE 99.6% Peak)

HVAC Systems

Baseline systems shall be two chilled water, dual-path, variable air volume (VAV) air handling units (AHU). Separate coils shall be used to condition the return air and ventilation air independently. Air handling systems shall be designed to serve zones according to their exposures and space layouts to maximize comfort and minimize energy consumption. Chilled water coils shall be provided with two-way valves for control. Typical construction shall include double-wall housing with 2-inch insulation, stainless steel insulated and sloped drain pans, 25-30% pre-filters (MERV 8), and 85% final filters (MERV 13). Premium efficiency inverter-duty motors shall be provided for supply fans.

The estimated capacities for the air-cooled chillers are 125 tons each. These chillers will be sized to also serve the future Admin Building and Warehouse/Public Works buildings.

The VAV AHUs shall be controlled via individual variable frequency drives (VFDs) and shall vary airflow as required to satisfy individual space temperature and occupancy. Cooling supply discharge temperature shall be 52°F (adjustable). Space temperatures shall be controlled through dedicated VAV terminal units with electric strip heating. During primary heating mode, the AHU supply discharge temperature shall be reset and the electric strip heating coils staged as required to satisfy space temperature.

Ventilation shall be determined in accordance with ASHRAE 62.1-2016. Demand control ventilation (DCV) shall be utilized to minimize energy required for outdoor air preconditioning. DCV shall be controlled by using wall mounted CO2 sensors in densely occupied spaces and a single duct-mounted CO2 sensor in each return path. Inline fans shall be provided as required to control relief air in response to DCV operation. Toilets/showers/locker shall be continuously exhausted per code minimums. Storage spaces containing chemicals and/or cleaning supplies shall be exhausted to isolate and control odors. Exhaust locations shall be separated from outside air intakes per code minimums. The building shall be positively pressurized.

Each system shall have dedicated controls and sequencing for dehumidification operation as required during unoccupied hours.

Conditioned air will be distributed throughout the building via a system of medium and low-pressure ductwork. All ductwork concealed above the hung ceilings will be externally insulated. Exposed ductwork will be insulated double-wall. Interior duct lining shall be prohibited.

A direct digital control (DDC) system shall be provided. The DDC Building Energy Management System (EMS) shall allow the owner to individually control each AHU and VAV terminal unit as required to minimize energy consumption, particularly with respect to space occupancy modes.

Summary

This narrative includes Electrical systems design conditions, normal electrical power distribution, and emergency power distribution. The narrative is provided for the purpose of preliminary planning and comparative systems pricing. Comparative pricing shall include all work and materials necessary required for each system presented in this narrative. Appropriate allowances shall be made for work and items not defined in this document. It is anticipated that the final construction documents may modify some of the information contained herein. The system design approach and installation for the electrical systems shall comply with all current building codes, including, but not limited to, the following:

Primary design codes and standards

The following code & publications will be used as reference for design of the Electrical systems intended for this project.

- Florida Building Code
- Florida Fire Prevention Code
- Florida Energy Code
- Florida Accessibility Code
- NFPA 70
- NFPA 72
- NFPA 75
- NFPA 780
- UL 50 Enclosures for Electrical Equipment
- UL 67 – Panelboards
- UL 96A
- UL 489 Molded Case Circuit Breakers and Circuit Breaker Enclosures
- UL 924 for Emergency switching
- UL 1008 Automatic transfer switches
- UL 1449 3rd Edition for Surge Protection Devices
- ANSI/NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
- ANSI/NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports
- IEEE Standard 142 Recommended Practice for Grounding
- IEEE Standard 242 for Short Circuit currents and coordination time intervals
- IEEE 3999 for general Study Procedures.
- IEEE Standard 518 Recommended Guide on Electrical noise
- NECA standard Practices for good workmanship in electrical contracting
- NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- NEMA AB 1 - Molded Case Circuit Breakers.
- NEMA PB 1 - Panelboards.
- NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
- NEMA WD 1 – Wiring Devices

Power Distribution

Electrical service to the building will be provided by Utility transformers.

- Primary feed by Utility Company to each Utility transformer – from separate substations, or separate primary circuits. Both transformers will serve their respective redundant switchgear within the main electrical room.
- Redundant, 277/480V, 2500 Amp Main switchgear: Main breaker, Automatic transfer switch, and distribution feeder breakers shall be electronic trip unit type with ground fault module.

- Air handling units and other large motor loads served from 480/277-volt distribution panels.
- Equipment loads, motor loads and majority of lighting served from 480/277-volt panelboards, located in each electrical room.
- Receptacles, minor equipment, and small motor loads served from 208Y/120-volt panelboards, via step-down transformers, located in each electrical room.
- Dry type step-down transformers to be “K-rated” type, to support service to primarily electronic equipment loads throughout facility. Typically, 480-volt delta primary to 208Y/120 volt secondary.
- Branch circuit wiring: Separate neutrals provided for all circuits, no common neutrals in multi-circuit homeruns.
- The large mechanical equipment and lighting will be served from the 480/277V distribution panels. The 208/120V, 3φ, 4-wire branch panels will supply power for receptacles, small appliances and miscellaneous equipment as required. Computer receptacles shall be fed via new dedicated panel boards that are fed from E-rated Harmonic mitigating transformers.
- Emergency power for egress lighting will be supplied by emergency lighting units connected ahead of all switching. The use of batteries shall supply back up power for the fire alarm panel system.
- Surge protection devices will be installed at the main switchboard and panel boards for two levels of coverage. Parallel connected surge protection devices will be used, and they will be connected to minimize the lead length. The surge protection device will be selected to match the available fault current at the equipment it protects.

Lighting Systems

Lighting systems will be provided with appropriate types of fixtures, lamps and associated controls, specific to the functions of each space in the facility.

- Typical interior lighting systems utilize LED type with emergency battery units.
- Exterior lighting to utilize LED light source, full cutoff, typical for area security lighting around building perimeter and open area parking on site. Area site lighting poles to be spun concrete, direct buried for wind load rating of 140 MPH.

The average-maintained foot-candle levels for calculations shall be as indicated below and for areas not included the IES Handbook will be used for acceptable levels of illumination.

Emergency Power

Diesel engine driven generators will provide standby emergency power both facilities, in the event of loss of utility power.

- Two (2) 400 KW emergency generator sets, diesel fueled.
- Exhaust piping and muffler to include critical exhaust silencer.
- Remote alarm generator annunciation panel in building main entrance.
- Fuel storage: Base tanks with fuel capacity for 72 hours, at 75% load. Secondary containment by means of double wall steel structure, with leak sensing device between outer and inner walls, and between outer wall and concrete encasement. Integral submerged fuel pump, vent and fill lines.

Uninterruptible Power Supply Systems (UPS)

UPS units located in communication rooms for continuous supply of power to critical loads

- UPS to be 120kVA each, serving server room, IDFs, and dispatch area workstations.
- Modular, scalable systems to allow for future growth within existing frames.
- Normal: Continuous AC power supply through rectifier/inverter, while float charging batteries.
- Emergency: Continuous AC power supply through inverter from UPS batteries. 30-minute capacity.
- High-speed static transfer switch as integral part of UPS, for uninterrupted transfer between power sources.
- Static maintenance bypass switch, to automatically bypass rectifier/inverter when UPS unable to provide power to load, or for manual bypass when maintenance is required.
- UPS feeds to power distribution units with A and B bus configuration for dual feed to racks and equipment. A and B bus shall not originate from same PDU.

Lightning Protection, Surge Suppression & Grounding

Complete systems for protection against lightning, transients, internal spikes, and surge transients.

- Lightning protection system, complete per NFPA 780, Class I materials.
- Lightning tracker system, for early detection and warning of major lightning storms. Output from system will allow interface to emergency system and advance start-up of generators.
- Complete transient voltage surge suppression system, consisting of multiple levels of surge suppression devices in power distribution system: main electrical service entrance, standby power source feeder entrance, secondary side of all dry type 208/120-volt transformers, circuits entering the building from the outside such as site lighting, at sensitive electronic equipment loads using surge suppressor receptacles.
- Surge suppression at all communication lines entering the building: on telephone company service entrance, cable television coaxial point of service, cables entering building from communication tower.
- Common copper ground bus located in all communication rooms bonding all equipment frames/racks/cabinets, with bond to main grounding system.
- Ground ring at communications tower, bonded to main counterpoise.
- Main grounding electrode system, consisting of multiple points: Counterpoise ground ring encircling the building below grade, bond to underground main water service pipe, bond to concrete-encased electrode integral to building footing, ground rod grid consisting of multiple ground rods driven into earth at point of electrical service entrance.
- Additional bonds from counterpoise ring to all made electrodes, to lightning protection system, to all surge suppression devices, and to all communication ground bus.
- All grounding cable connections to be cadweld type.
- Isolated ground bus for equipment

Fire Alarm and Detection System

A new nonproprietary addressable fire alarm and detection system, meeting at minimum the requirements of NFPA 72, NFPA 101, and Florida Building Code will be provided for the facility. System components will include new fire alarm control units, manual pull stations, horn/strobes, sprinkler system supervision, smoke detectors, duct smoke detectors, AHU shut down relays, kitchen hood interface and remote annunciator. The system will utilize class B wiring circuits. An annunciator panel will be provided in the reception area of the administration building to mimic all signals from the FACP.

The new main fire alarm control panel (FACP) will be installed in the new MDF (Main Distribution Frame) room. Conduit and backbone communication cabling will be run from the new FACP to each IDF fire alarm terminal cabinet (FATC). All zones will be monitored and controlled from the new FACP in the MDF.

The system will require a dedicated branch circuit for the primary power source for the fire alarm control units. This circuit disconnect means shall have a red marking, be accessible only to authorized personnel, and shall identified as "Fire Alarm Circuit". The location of the circuit shall be permanently identified at the fire alarm control unit. The secondary power supply shall consist of storage batteries dedicated to the fire alarm system. The secondary power supply shall be of sufficient capacity to operate the fire alarm system under quiescent load for a minimum of 24 hours and, at the end of that period, shall be capable of operating all alarm notification appliances used for evacuation for 5 minutes.

When the fire alarm control unit receives a signal from any manual or automatic fire detection device, an alarm signal will be sent to all notification devices and transmitted to the off-site proprietary supervising station.

The fire alarm system shall have a 100% acceptance test performed by the installing contractor in accordance with the requirements of NFPA-72 prior to request for final inspection from the authority having jurisdiction. Any software required for programming revisions along with the program at completion will be turned over to the Owner for any future additions or alterations that may need to be accomplished.

PLUMBING NARRATIVE

FIRE PROTECTION NARRATIVE

Domestic Water Distribution

- Water distribution piping shall be Type L Copper.
- Domestic Hot water shall utilize electric hot water with a recirculation. A separate system shall be provided for the group toilets and showers.
- A potable water tank and a booster pump system shall be provided, sized for a 72-hour storage capacity. This will provide emergency water service as required by the ICC 500 standard requirements. This 1,000-gallon tank shall be located in the CUP enclosure. The booster pump system shall be located inside the building.

Sanitary Waste and Vent System

- Waste and vent piping shall be PVC.
- Grease interceptor shall be provided as (if) required for Food Preparation/Clean-up Area discharge.

Plumbing Fixtures

- Water closets/urinals shall have low-flow automatic flush valves.
- Handicapped accessible fixtures shall be provided as required.
- Showers shall be equipped with low-flow heads.
- All lavatories, sinks, showers shall be provided with hot and cold-water supply.

Storm Water

- Above-ground piping, where required, shall be cast iron for noise control. Below-ground piping shall be PVC.

Fuel Oil Systems

- Generators shall operate utilizing diesel fuel oil.
- Storage tanks shall be above ground type.
- Tank capacity shall be based on 72-hours operation during activation (to be confirmed by Owner). Refer to electrical generator narrative for additional information.

- The facility shall be protected by a fire sprinkler system throughout per Florida Administrative Code 61G-15 and NFPA 13.
- Critical areas shall utilize a dry-pipe pre-action system.
- Major electronic/communication equipment rooms, shall utilize a clean-agent suppression system, based on FM-200.
- System shall utilize the public water service, with no backup supply.

Summary

The following documents have been used to develop the basis for code compliance for the facility:

- 2020 Florida Building Code, 7th Edition
- 2014 National Electrical Code
- BICSI Telecommunications Distribution Methods Manual

Site Infrastructure and Communications Backbone

The facility shall be served by (3) 3" conduits to the property line to connect to City of Mt. Dora telecommunications infrastructure and telecommunications service provider's point of presence to support the facility. The telecommunications infrastructure conduits shall be routed from the property line to the Server Room.

A motorized vehicle gate shall be provided with a security electronics enclosure adjacent to the gate controller. The gate shall also be operable via first responder vehicle gate opener mounted to the camera pole at the vehicle gate. The First Responder vehicle gate opener shall be Opticom 711 detector, further details shall be developed in the Design Development Phase. Provide (1) 2" conduit with 6 strands singlemode fiber to the security electronics enclosure from the IT Room. The security electronics enclosure shall house media converters for the IP devices located within the enclosure (Access Control Reader Module, (2) IP camera connections). The vehicle gate shall be provided with a dual height pedestal (see **Figure 1**):

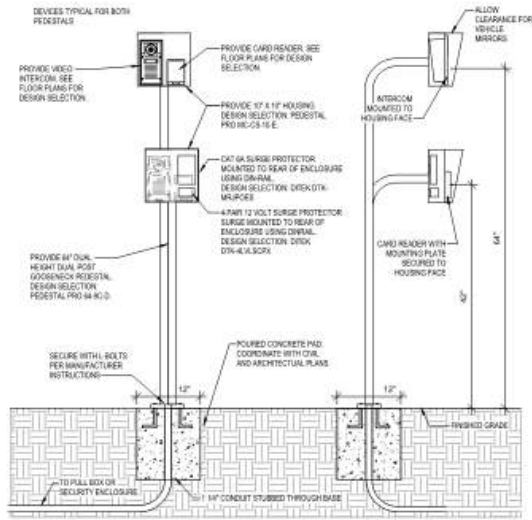


Figure 1

Closed Circuit Television (CCTV) coverage shall be provided for surveillance of secured parking (4 pole mounted cameras supplementing cameras mounted to building exterior) (2 pole mounted cameras providing surveillance of entrance/exit of apparatus bay. Cameras at these locations shall be fed back to the IT Room utilizing enhanced UTP cable capable of extended Ethernet distance (eliminating the need for local power) i.e. Game Changer 22AWG UTP cable OSP cable. The use of this cable shall be confirmed with City IT prior to procurement (Refer to **Figure 2**):

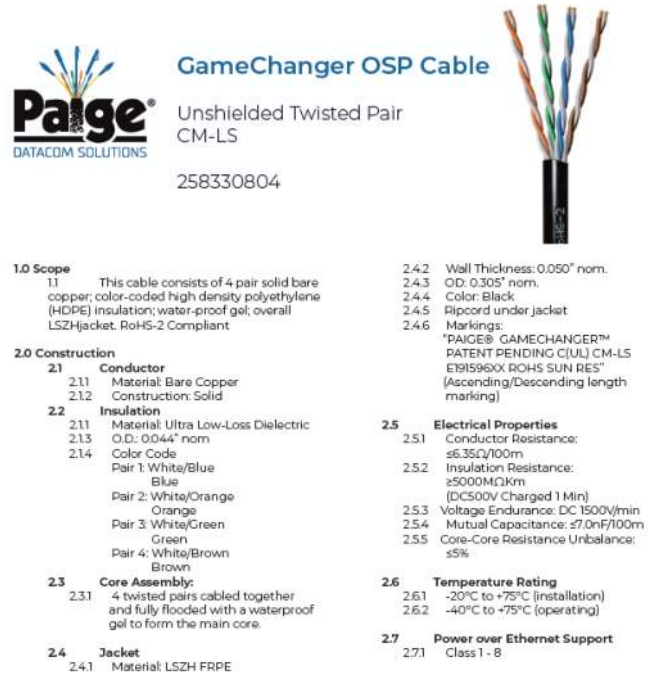


Figure 2

Communications Systems:

The project shall be supported by a network wired by Category 6 unshielded twisted pair (UTP) cabling.

Based on the current layouts we anticipate the following outlet locations cabled with Cat 6 cabling. Each outlet shall have a 1" conduit stubbed to the nearest accessible ceiling.

1. Public Entrance (exterior) – Provide (1) wall phone outlet for emergency phone.
2. Lobby – Provide (1) wall phone outlet (location to be confirmed)
3. EOC – at each table (total of 12) provide a floor box with (8) data and (8) receptacles for power. Additionally provide (3) floor boxes for podium locations with (4) data connections and (4) power receptacles. Each floor box shall have (2) dedicated 1" conduits for data and (1) dedicated 1-1/4" conduit for AV homerun to the IT server room. Floor box basis of design is Legrand Evolution EFB8 (8-gang floor box).
4. IT Office – provide (4) 4-port communications outlets

5. EMS Office/Report Writing – Provide (4) 2-port communications outlets and (1) 4-port communications outlet to support workstations and printer needs.
6. Mechanical Room – Provide 2-port communications outlet to support building management system connections (to be confirmed in design development phase).
7. IT Room – Provide (2) 2-port communications outlets to support access control controller and fire station alerting system.
8. Dayroom – Provide (1) wall phone outlet and (1) data at the TV location.
9. Dining – Provide (1) wall phone outlet.
10. Bunk Rooms - each bunk space shall be provided with the following:
 - a. Provide data drop in 4-gang wall box with blank plat cover at wall switch height (at door entry). Paint to match wall. This network drop is for future fire station alerting system.
 - b. Provide single gang junction box (adjacent to "item a" above) with 1" conduit stubbed to accessible ceiling with blank plate cover.
 - c. In the center of the ceiling provide mounting supports for future fire station alerting speaker.
 - d. Provide (1) TV outlet mounted at 84" AFF with (1) Cat 6 cable and (1) RG-6 cable for owner provided television.
11. Airlock 1 – Provide (1) 2-port communications outlet mounted above counter.
12. Airlock 2 - Provide (1) 2-port communications outlet mounted above counter.
13. Offices – Provide (2) 2-port communications outlets to support workstations.
14. Apparatus Bays – Provided (1) wall phone outlet on demising wall between Turnout Gear and Apparatus Bays.

Fire Station Alert System will be incorporated using Small Form Factor Computers mounted behind TV monitors. (2 locations in Airlocks)

The IT Room shall be provided with (4) 2-post racks with horizontal and vertical cable management. The racks shall support data network, phone network, security, and audio visual systems for the Fire Station and the EOC. Each rack shall have (2) 30A circuits each from a different circuit and a rack mounted 5000Va UPS with dual feeds.

Due to the size of the facility a smaller telecommunications closet will be provided in the fire station side to ensure all data cables are under the Ethernet distance limitation of 300ft. The smaller telecom closet will be connected to the IT/Server room by a 12-fiber single-mode armored optical fiber cable (listed OFNP) terminated with LC-duplex connectors.

A telecommunications grounding and bonding system shall be provided in both the IT/Server room and the telecom closet. The telecommunications grounding system shall be connected to the main electrical service ground per the NEC.

Pathways for structured cabling shall be j-hooks designed specifically for CAT6 cabling. Provide j-hooks no less than every 48" and (2) at every turn greater than 45 degrees.

Wireless Network

The wireless network shall consist of 802.11AC dual radio access points. The wireless access point locations shall be provided with (2) Cat 6 UTP cables. Wireless access points shall be furnished by Owner installed by the Contractor. The network switches supporting the wireless access points are to be provided (furnished and installed) by Owner. We anticipate that (20) wireless access point locations will be deployed to provide adequate coverage.

Security Systems (Access Control and CCTV)

We anticipate the following security needs. Devices, hardware and initial software provided by contractor. Licenses are provided by the Owner.

1. Access Control:
 - a. List of Secured Doors:
 - i. Main Lobby Entry Door – Provide Card Reader Keypad (Schlage MTK15), Door Position Switch, and Doorbell/Door Chime (Hampton Bay HB-27102-03 or approved equivalent).
 - ii. IT Office Room Door – Provided Card Reader Keypad (Schlage MTK15) and door position switch.
 - iii. Server Room Door
 - iv. Admin Office Suite Entry
 - v. EOC doors
 - vi. Kitchen – Provide Card Reader Keypad (Schlage MTK15) and door position switch.
 - vii. Exterior Staff Entry Doors - Provided Card Reader Keypad (Schlage MTK15) and door position switch.
 - viii. Man Doors into Apparatus Bay - Provide Card Reader Keypad (Schlage MTK15) and door position switch.
 - ix. EMS/Dry Storage - Provide Card Reader Keypad (Schlage MTK15) and door position switch.
 - b. Access Control Equipment Required to support project requirements:
 - i. Provide (2) Intelligent System Controller.
 - ii. Provide Reader Modules to support secured doors above and vehicle gate.
 - iii. Door hardware power supplies shall be provided based on final door hardware specifications (to be developed in design development phase).
2. CCTV:
 - a. Exterior building Mounted Cameras – Provide (8) fixed IP cameras mounted to the building.
 - b. Provide CCTV cameras to monitor the entrance to the Admin Suite and to the Emergency Operations Center.
3. Intercom
 - a. Provide (2) intercom substations at vehicle gate pedestal.
 - b. Provide (1) intercom substation at the main entry door.
 - c. Provide (1) intercom master station at location TBD.
4. Distributed Antenna System
 - a. Provide an 800MHz distributed antenna system for public safety radios per Florida Fire Prevention Code, NFPA-72 and NFPA-1221.

Audio/Visual Systems:

The following locations shall be provided with television outlets. Provide a distribution amplifier and splitters/taps in the IT/Server room and the smaller telecom closet. Provide each television outlet with (1) Cat 6 cable and (1) RG-6 coaxial cable terminated in the IT room for the following locations:

1. Physical Agility
2. Dayroom
3. Dining
4. Offices
5. Bunk Rooms

For the Emergency Operations Center the space will serve multiple purposes. The space can be divided into three separate spaces or combined into one large space. The AV systems will support both scenarios. Provide (3) 98" 4K displays with Barco Clickshare wireless presentation systems. Provide AV matrix switch with HDMI connections in floor boxes at (12) locations and connections for (9) owner provided PC's. HDMI connections shall be HDMI over CAT6 cables. Provide the ability to have (3) separate presentations or to show the same content on all (3) displays at the same time. Provide ceiling mounted speakers. Provide a wireless microphone

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR 2021	YEAR 2031	YEAR 2041
	1.0	Public Access Areas	371	---	---
	2.0	Crew Quarters	1,779	---	---
	3.0	Crew Support	3,220	---	---
	4.0	Apparatus Bay & Support	4,850	---	---
	5.0	Facility Support	1,130	---	---
	6.0	Emergency Operations Center	3,527	---	---
	7.0	Fire Administration	1,315	---	
	8.0	Shared Facility Services	1,253	---	
		Total	17,444	0	0
	9.0	Exterior Areas	35,045		

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
1.1: Space for a blood pressure chair and side table. 1.2: ADA accessible, no shower.	1.0	Public Access Areas			
	1.1	Lobby	195	---	---
	1.2	Unisex Toilet Room	70	---	---
	1.3	Subtotal	265	---	---
	1.4	Efficiency Factor @ 29.5%	106	---	---
	1.5	Total	371	---	---
	1.6	Cumulative Total		371	371

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
2.0: Total of 12 staff. 2.1: Desk,task chair, ceiling fan, USB outlet. Bunks to be stackable. lockers	2.0	Crew Quarters			
	2.1	Firefighter Bunk @ 105 SF each	(9) 945	---	---
	2.2	Firefighter Restroom @ 100 SF each	(3) 300	---	---
	2.3	Subtotal	1,245	---	---
	2.4	Efficiency Factor @ 30%	534	---	---
	2.5	Total	1,779	---	---
	2.6	Cumulative Total		1,779	1,779

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
3.1: Four computer stations. All workstations to be 36" high. 3.2: Desk (36" high), monitor. 3.3 Informal work / meeting space. Whiteboard: magnetic, glass. Tables/ workstations to be 36" high 3.4: Natural gas. Possibly commercial dishwasher. Center island w/ seating on one side. 3.5: 3 shifts. Pantry with refrigerator and shelves. 3.8: See Section 6.0 - Exterior Areas. Open to Kitchen. Large dining table. Monitor. Open to Dining / Kitchen. Large screen TV, 10 recliners, phone or paging system.	3.0	Crew Support			
	3.1	Report Writing	120	---	---
	3.2	LT Office	175	---	---
	3.3	Bullpen	345	---	---
	3.4	Kitchen	420	---	---
	3.5	Kitchen Storage @ 35 SF each	(4) 140	---	---
	3.6	Exterior Patio	*	---	---
	3.7	Dining Room	575	---	---
	3.8	Dayroom	640	---	---
	3.9	Subtotal	2,415	---	---
	3.10	Efficiency Factor @ 25%	805	---	---
	3.11	Total	3,220	---	---
	3.12	Cumulative Total		3,220	3,220

Program / Spatial Needs Assessment
4.0 Apparatus Bay & Support

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
	4.0	Apparatus Bay & Support			
4.1: 3 bays. 4.2: Printer, Radio chargers. 4.3: 30 gear lockers. Separate ventilation system. 4.4: Floor sink or wall sink? Bucket / mop rack and storage shelf. 2 washers and 1 dryer. Clothes drying rack. 4.8: Breathing Air Cascade System	4.1	Apparatus Bay	3,450	---	---
	4.2	Airlocks @ 110 SF each	(2) 220	---	---
	4.3	Turnout Gear	265	---	---
	4.4	Laundry Room	115	---	---
	4.5	Ice Machine	45	---	---
	4.6	E.M.T Storage	85	---	---
	4.7	Firefighter Restroom @ 100 SF each	(1) 100	---	---
	4.8	SCBA	85	---	---
	4.8	Subtotal	4,365	---	---
	4.9	Efficiency Factor @ 10%	485	---	---
	4.10	Total	4,850	---	---
	4.11	Cumulative Total		4,850	4,850

Program / Spatial Needs Assessment
5.0 Facility Support

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
	5.0	Facility Support			
5.1: Exterior access. 5.7: SF not counted in enclosed square footage. Natural gas vs. diesel needs to be explored.	5.1	Mechanical	365	---	---
	5.2	Electrical	200	---	---
	5.3	UPS	80	---	---
	5.4	MDF	55	---	---
	5.5	Fire Riser	25	---	---
	5.6	Sub Station Control / Panel	100	---	---
	5.7	Emergency Generator w/ Fuel Tank	(250)	---	---
	5.8	Subtotal	825	---	---
	5.9	Efficiency Factor @ 27%	305	---	---
	5.10	Total	1,130	---	---
	5.11	Cumulative Total		1,130	1,130

Program / Spatial Needs Assessment
6.0 Emergency Operations Center

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
	6.0	Emergency Operations Center			
	6.1	E.O.C @ 685 SF each	(3) 2,055	---	---
	6.2	Supply/ Storage	165	---	---
	6.3	Office with Safe	90	---	---
	6.4	IT Office/ AV Room	160	---	---
	6.5	Data/ Server Room	175	---	---
	6.6	Subtotal	2,645	---	---
	6.7	Efficiency Factor @ 25%	882	---	---
	6.8	Total	3,527	---	---
	6.9	Cumulative Total		3,527	3,527

Program / Spatial Needs Assessment
7.0 Fire Administration

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
	7.0	Fire Administration			
	7.1	Admin Office	663	---	---
	7.2	Fire Chief	173	---	---
	7.3	Dep. Fire Chief	150	---	---
	7.4	Subtotal	986	---	---
	7.5	Efficiency Factor @ 25%	329	---	---
	7.6	Total	1,315	---	---
	7.7	Cumulative Total		1,315	1,315

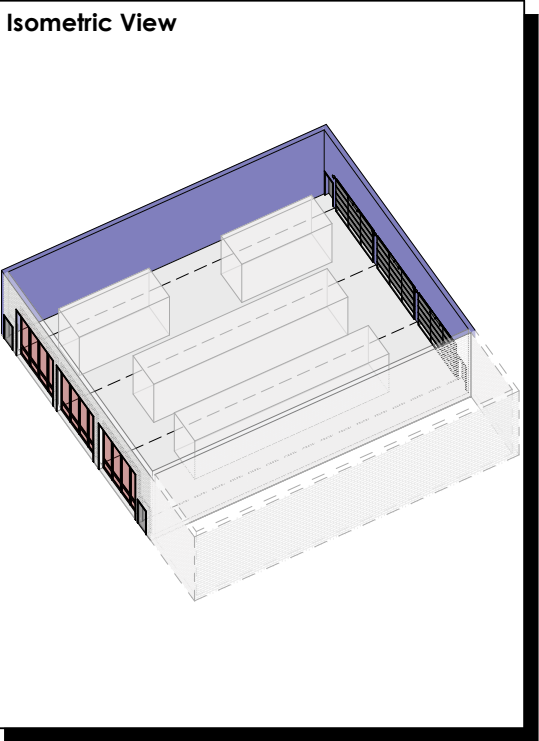
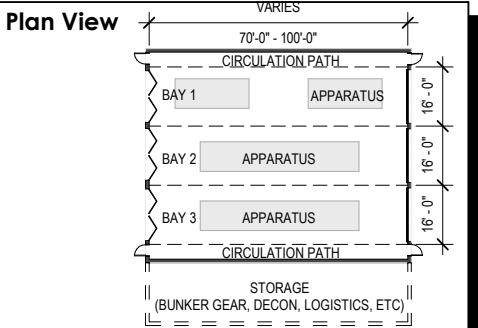
General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
	8.0	Shared Facility Services			
8.1 30' x 30'. Monitor, sound rubber athletic flooring. Durable wall construction. Ability to hang rope from ceiling. Industrial / gym feel. Doors to open to exterior for group training. Basketball hoop on site. Agility / netting a possibility.	8.1	Physical Agility	600	---	---
	8.2	Restroom @ 100 SF each	(3) 300	---	---
	8.3	Janitor's Closet	40	---	---
	8.4	Subtotal	940	---	---
	8.5	Efficiency Factor @ 25%	313	---	---
	8.6	Total	1,253	---	---
	8.7	Cumulative Total		1,253	1,253

General Notes	Space Designation		Space Requirements (square feet)		
	No.	Space Function	YEAR: 2021	YEAR: 2031	YEAR: 2041
	9.0	Exterior Areas			
9.1: Include one handicap space. 9.2: Include one handicap space. 9.3: Include one handicap space. 9.4: Secured Parking. Include space or access to one handicap space minimum. 9.5: Secured Parking 9.6: Secured Parking 9.7: Grilling and eating space. 9.8: Provided at Public Works area. 9.9: Small plaza near entry with three flagpoles.	9.1	Fire Station Public Parking @ 300 SF each	(4) 1,200	---	---
	9.2	Fire Admin. Public Parking @ 300 SF each	(4) 1,200	---	---
	9.3	E.O.C. Public Parking @ 300 SF each	(8) 2,400	---	---
	9.4	Fire Station Staff Parking @ 300 SF each	(12) 3,600	---	---
	9.5	Fire Admin. Staff Parking @ 300 SF each	(10) 3,000	---	---
	9.6	E.O.C Staff Parking @ 300 SF each	(75) 22,500	---	---
	9.7	Exterior patio	845	---	---
	9.8	Apparatus wash area	*	---	---
	9.9	Flag Station / Entry Plaza	300	---	---
	9.10	Total	35,045	---	---

Program / Interior Space Needs Analysis

Apparatus Bays

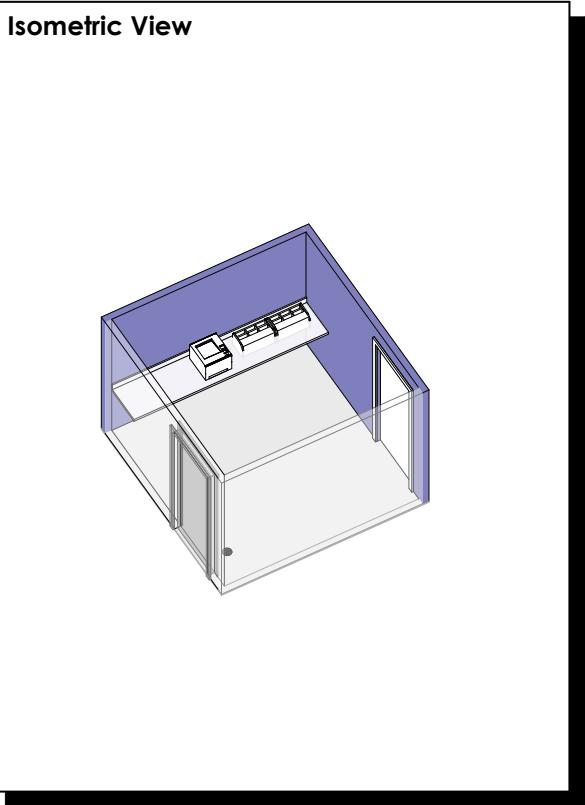
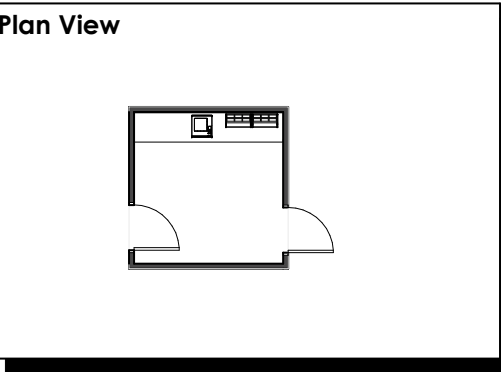
Area Standards:	
Area:	Varies
Dimensions:	Varies by Bay Count
Description:	Apparatus Parking/Storage
Components:	Driving Lane (each) 16'-0" wide Circulation Path 4'-0" wide
Comments:	Drive-thru bay layout shown. Storage located off of bay.



Program / Interior Space Needs Analysis

Airlock

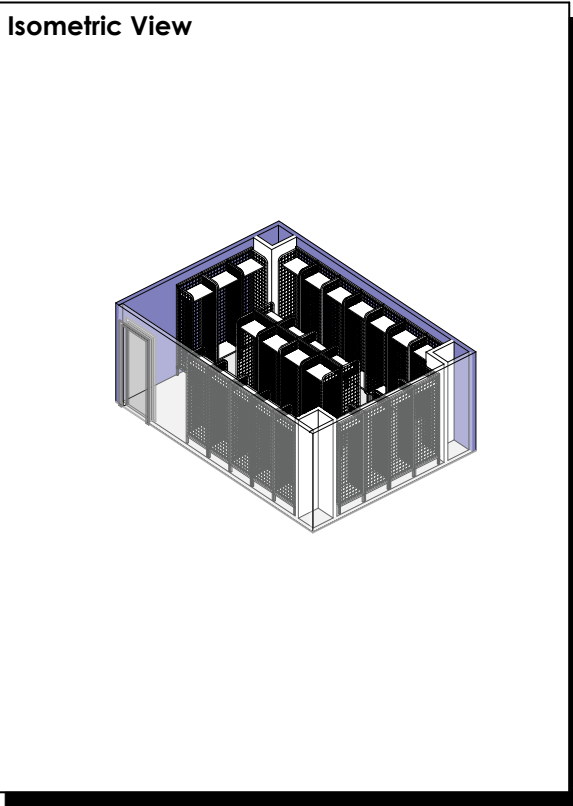
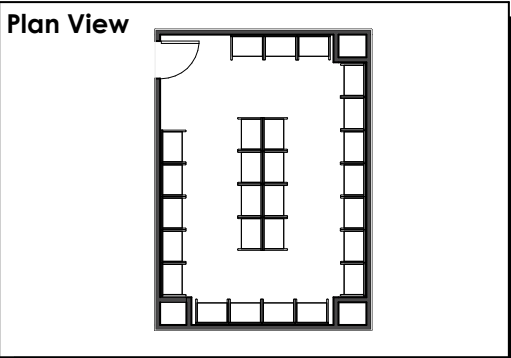
Area Standards:	
Area:	100-130 S.F.
Dimensions:	Approximately 10'-0" x 13'-0"
Description:	Airlock
Components:	Counter Printer Radio Chargers Optional: Upper/Base Cabinets
Comments:	



Program / Interior Space Needs Analysis

Bunker Gear

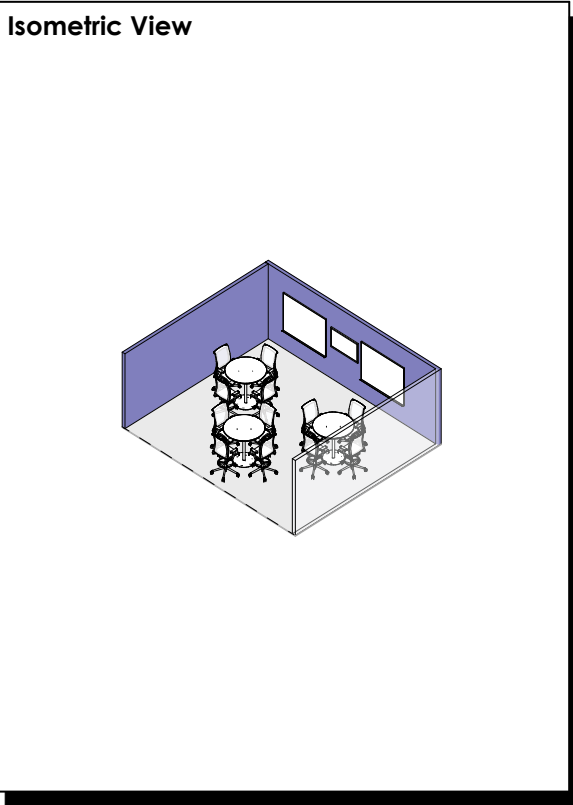
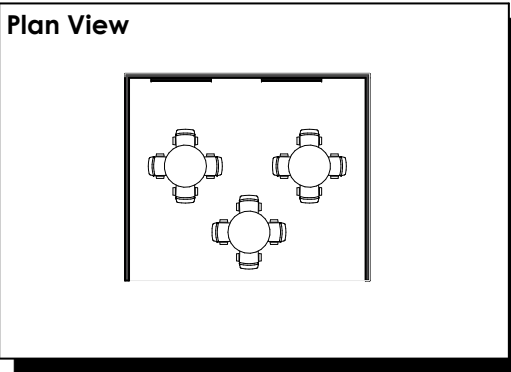
Area Standards:	
Area:	265 S. F.
Dimensions:	Approximately 13'-6" x 19'-3"
Description:	Locker Room
Components:	27 Lockers @ 24" x 1'-8" x 6'-0" each
Comments:	



Program / Interior Space Needs Analysis

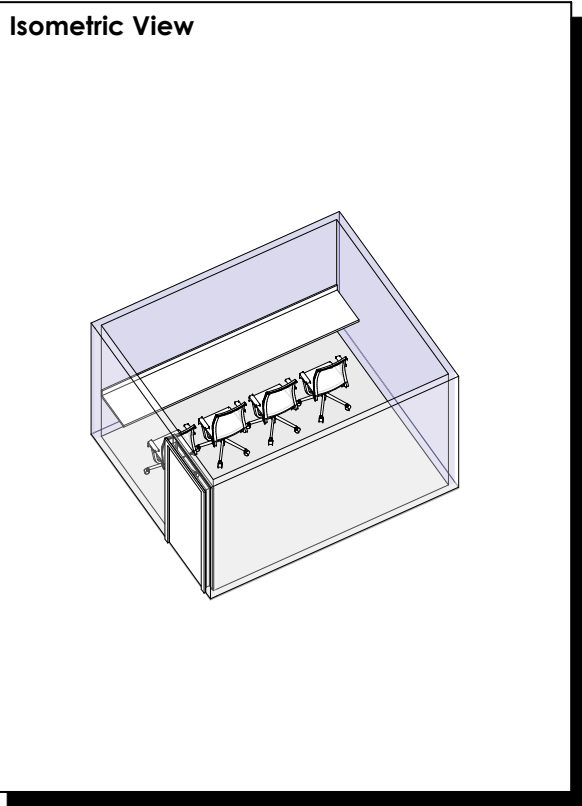
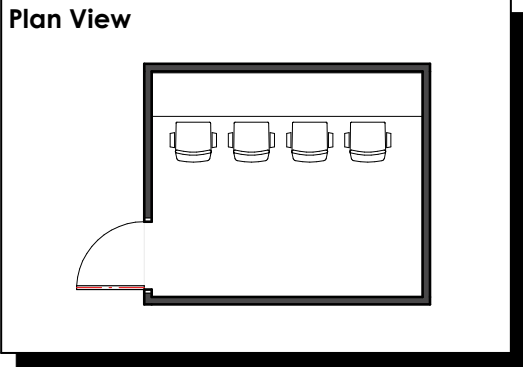
Bulpen

Area Standards:	
Area:	345 S.F.
Dimensions:	Approximately 20'-0" x 17'-0"
Description:	Open Area
Components:	36" High Tables 12 Stools with backs (2) 4' x 6' Whiteboard Monitor
Comments:	Open space in the middle of offices. Multi-use for classroom or conference.



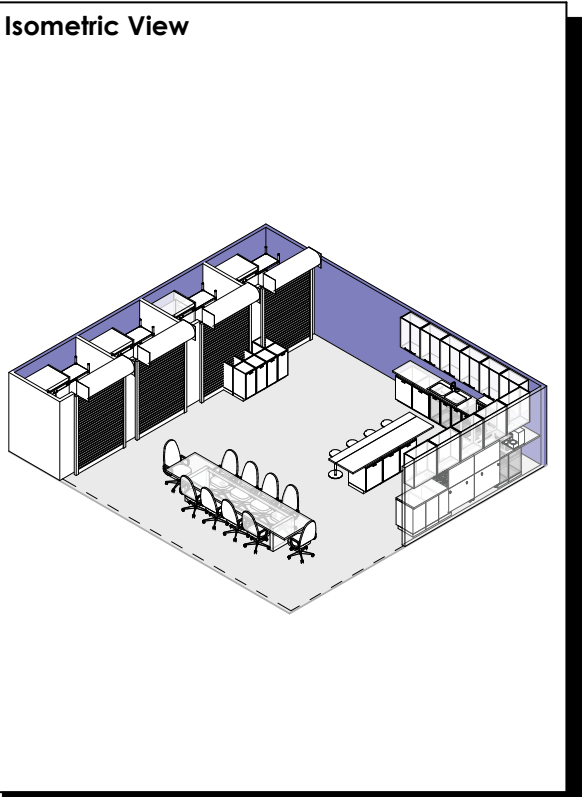
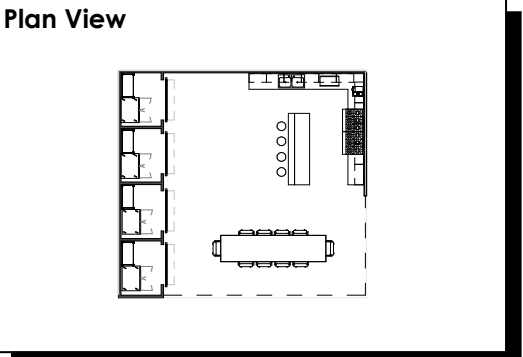
Program / Interior Space Needs Analysis
Report Writing

Area Standards:	
Area:	120 S.F.
Dimensions:	Approximately 5'-0" x 20'-0"
Description:	Four workstations
Components:	24" d Worksurfaces at desk height 1 Grommet in each worksurface, unless system provides access space at back edge of worksurface 4 Task Chairs
Comments:	Space at back of worksurface for grommet at each workstation.



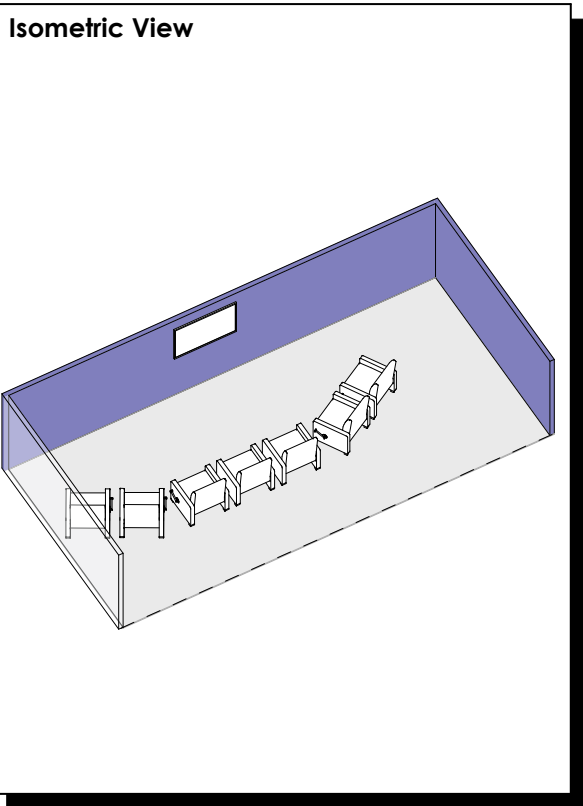
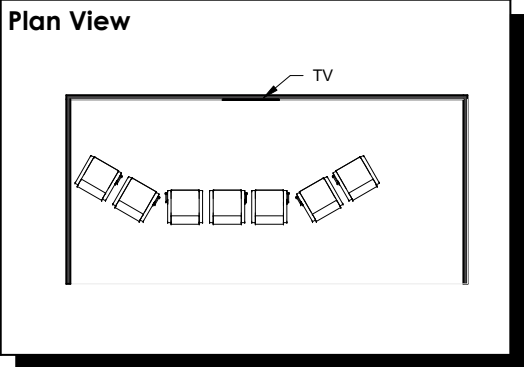
Program / Interior Space Needs Analysis
Kitchen and Dining Room

Area Standards:	
Area:	980-1000 S.F.
Dimensions:	Approximately 31'-0" x 32'-0"
Description:	Kitchen with Dining
Components:	Table @ 4'-0" x 8'-0" and 10 Chairs (2) Dishwasher Commercial Refrigerator Commercial Freezer Range/Oven Microwave, Coffee Maker, Coffee Pot Toaster Oven Pantries
Comments:	



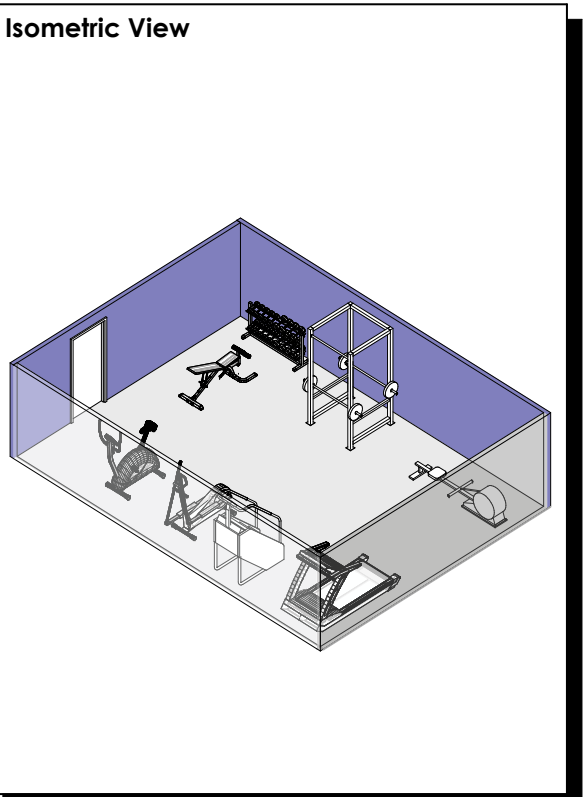
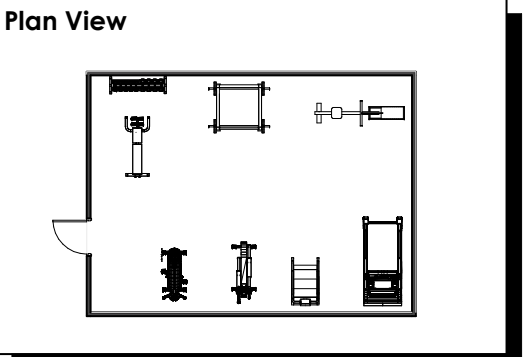
Program / Interior Space Needs Analysis
Day Room

Area Standards:	
Area:	500 S.F.
Dimensions:	Approximately 30'-0" x 17'-0"
Description:	Staff Relaxation Room
Components:	Recliners (7) Television (1)
Comments:	Room does not have to be enclosed TV may be wall-mounted or on millwork



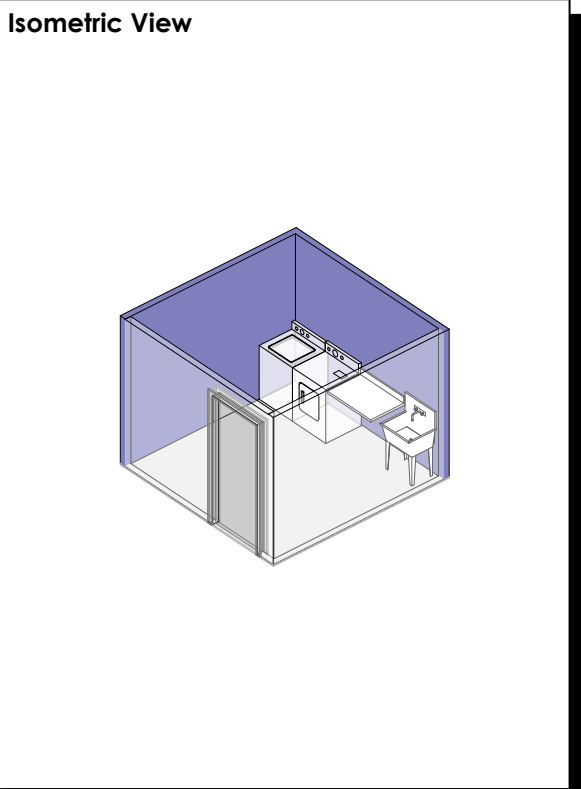
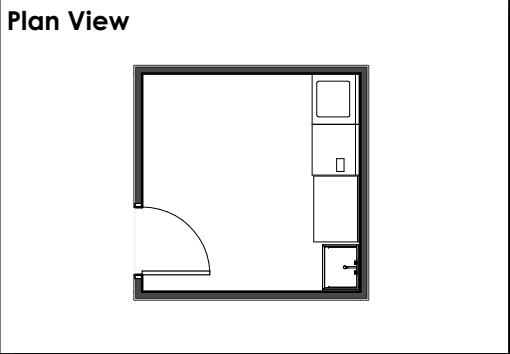
Program / Interior Space Needs Analysis
Physical Agility

Area Standards:	
Area:	600 S.F.
Dimensions:	Approximately 30'-0" x 20'-0"
Description:	Exercise Area
Components:	Treadmill Dumbbell/Weight Station Universal Weight Machine Universal Bench Rower Monitor Mirrors
Comments:	Doors leading to exterior. Basketball Hoop on site.



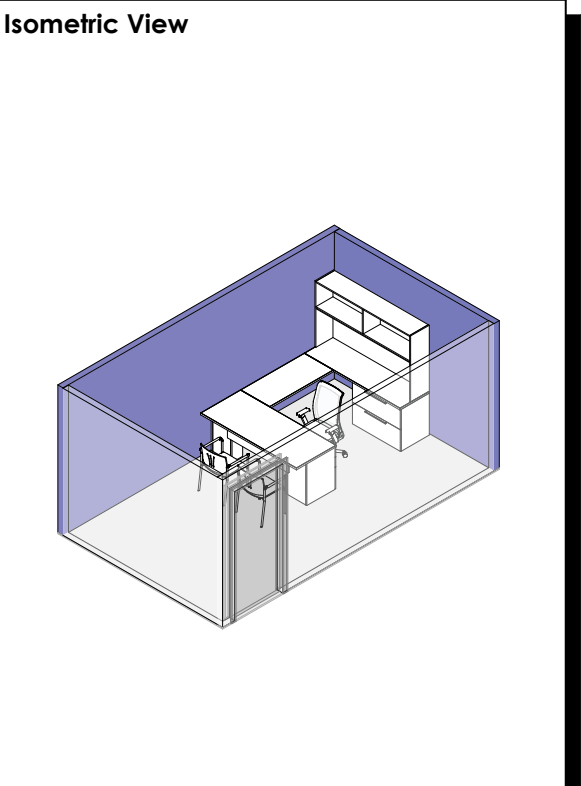
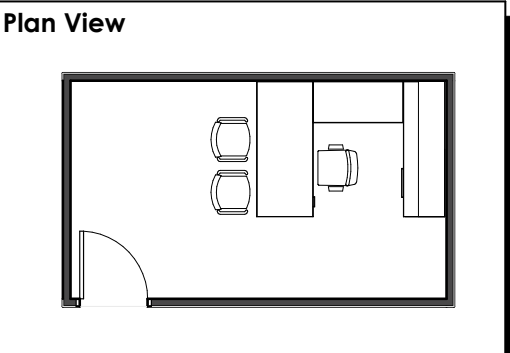
Program / Interior Space Needs Analysis
Laundry Room

Area Standards:	
Area:	100 S.F. - 115 S. F.
Dimensions:	Approximately 10'-0" x 10'-0"
Description:	Laundry Room
Components:	Washing Machine @ 2'-3" x 2'-3" Drying Machine @ 2'-3" x 2'-3" Utility Sink Counter
Comments:	



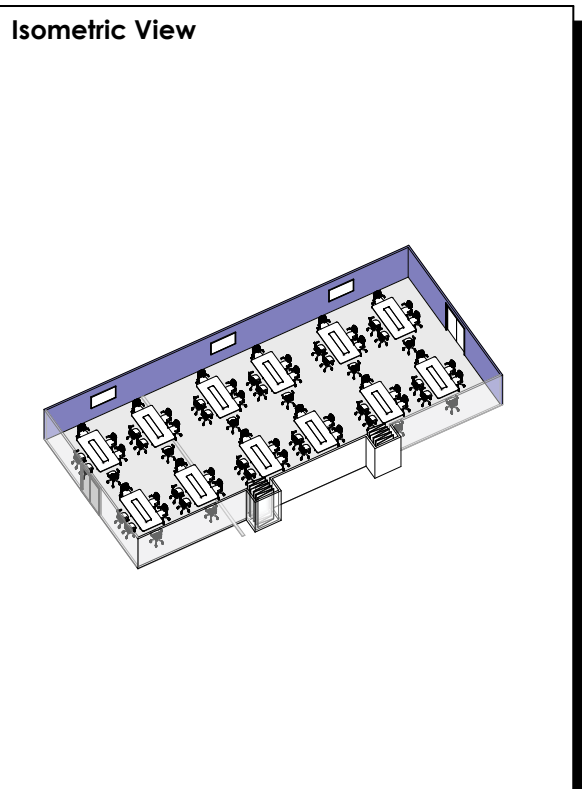
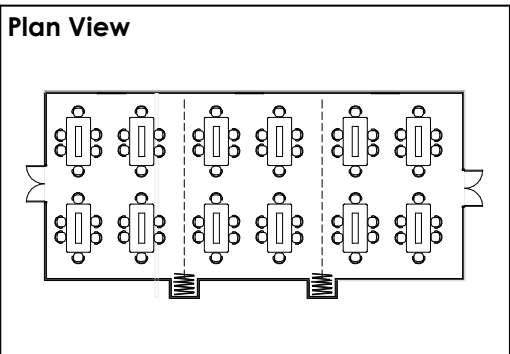
Program / Interior Space Needs Analysis
Typical Private Office

Area Standards:	
Area:	150 - 170 S.F.
Dimensions:	Approximately 10'-0" x 17'-0"
Description:	Enclosed Office
Components:	U-Shape Desk with Hutch 8'-6" x 6'-0" Return 24" x 48" Task Chair Guest Chair (2)
Comments:	



Program / Interior Space Needs Analysis
Emergency Operations Center

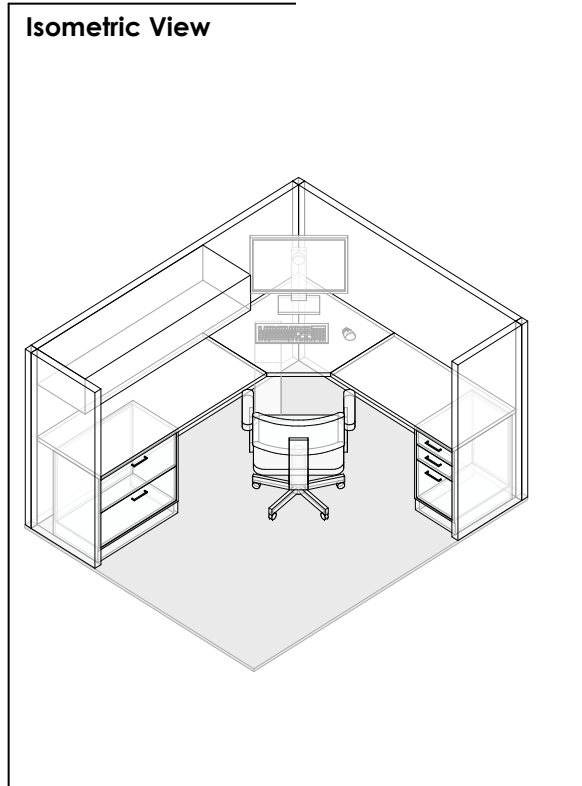
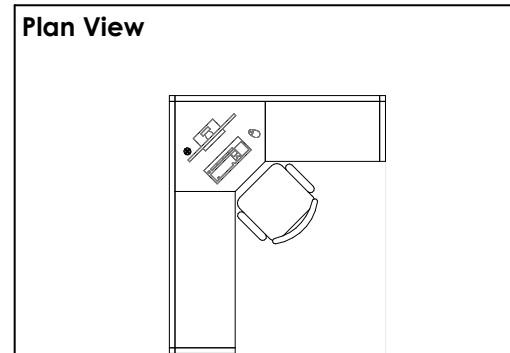
Area Standards:	
Area:	2055 S.F.
Dimensions:	Approximately 28' x 71'
Description:	Emergency Operations Center
Components:	(12) EOC Tables (72) Heavy Duty Task Chairs Monitors (2) Projection Screens (2) Movable Partition Walls
Comments:	Acoustically-treated walls and ceiling



Program / Interior Space Needs Analysis
6'-0" x 8'-0" Work Station

Mount Dora Fire Station 34 / Fire Administration /

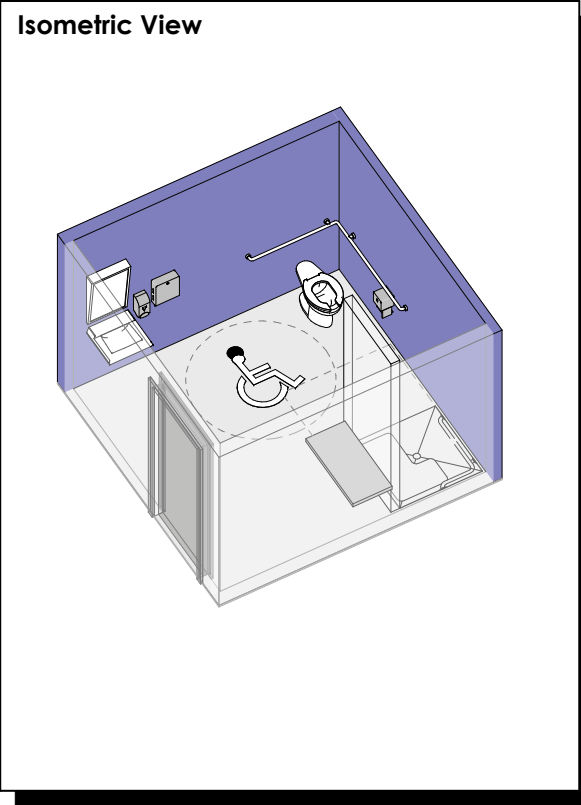
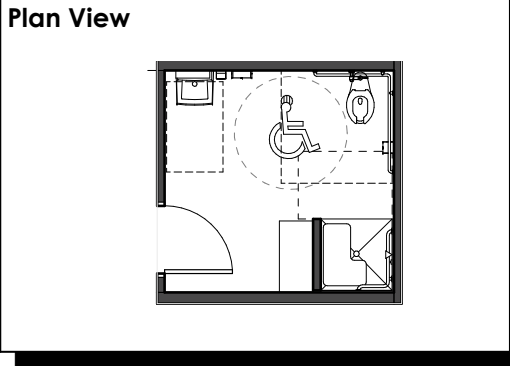
Area Standards:	
Area:	48 S.F.
Dimensions:	6'-0" x 8'-0"
Description:	Open Work Area Work Station
Components:	Acoustical Panels Work Surface 24" Deep Box-Box-File Pedestal Lateral File Panel Mounted Storage Bins Optional
Comments:	



Program / Interior Space Needs Analysis

ADA Restroom and Shower

Area Standards:	
Area:	100 S.F.
Dimensions:	Approximately 10'-0" x 10'-0"
Description:	ADA Restroom and Shower
Components:	Accessible Sink Toilet w/ Grab Bar Changing Bench ADA Shower w/ Seat and Grab Bar Floor Drains
Comments:	ADA Clearances Provided

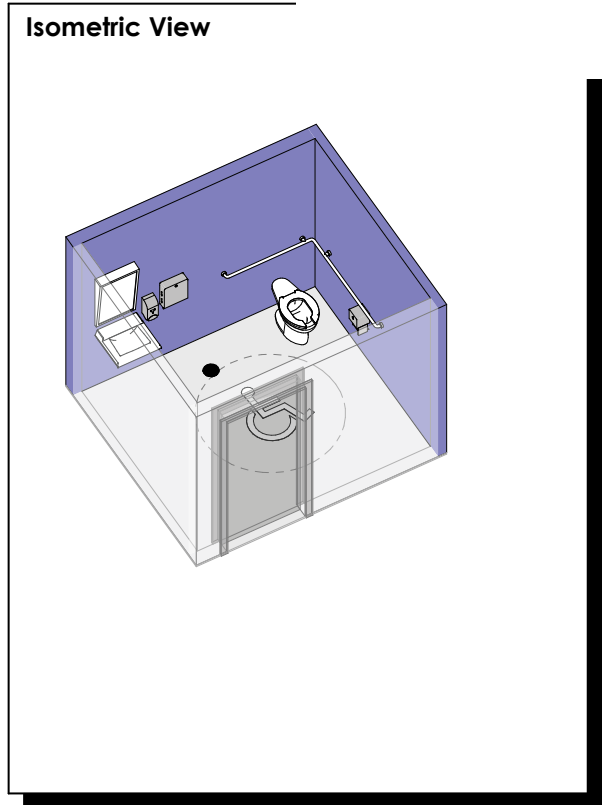
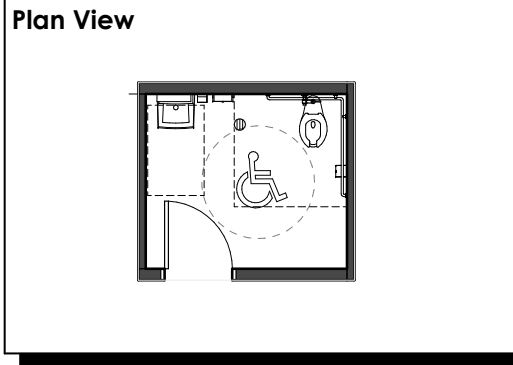


Program / Interior Space Needs Analysis

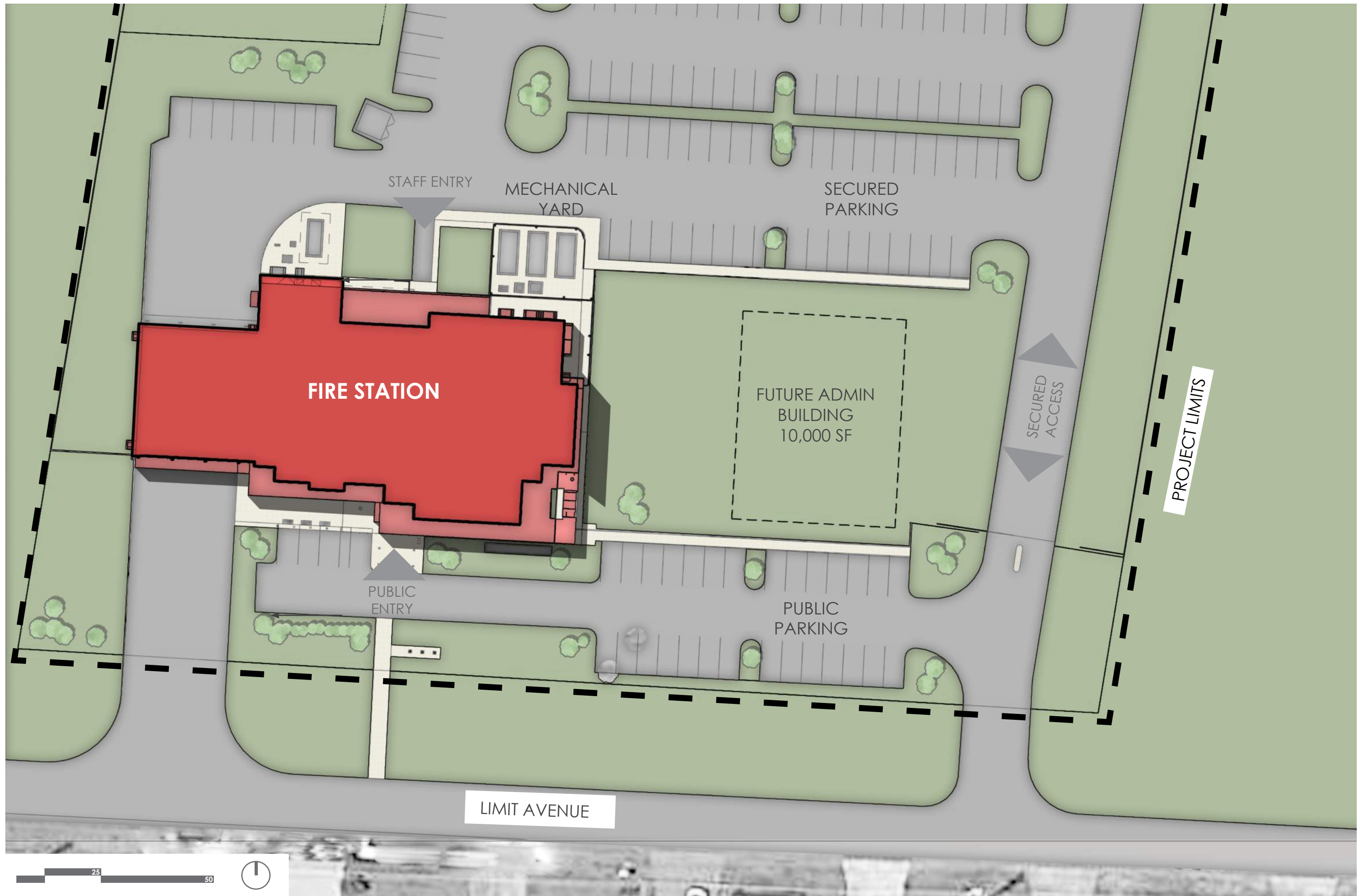
ADA Restroom

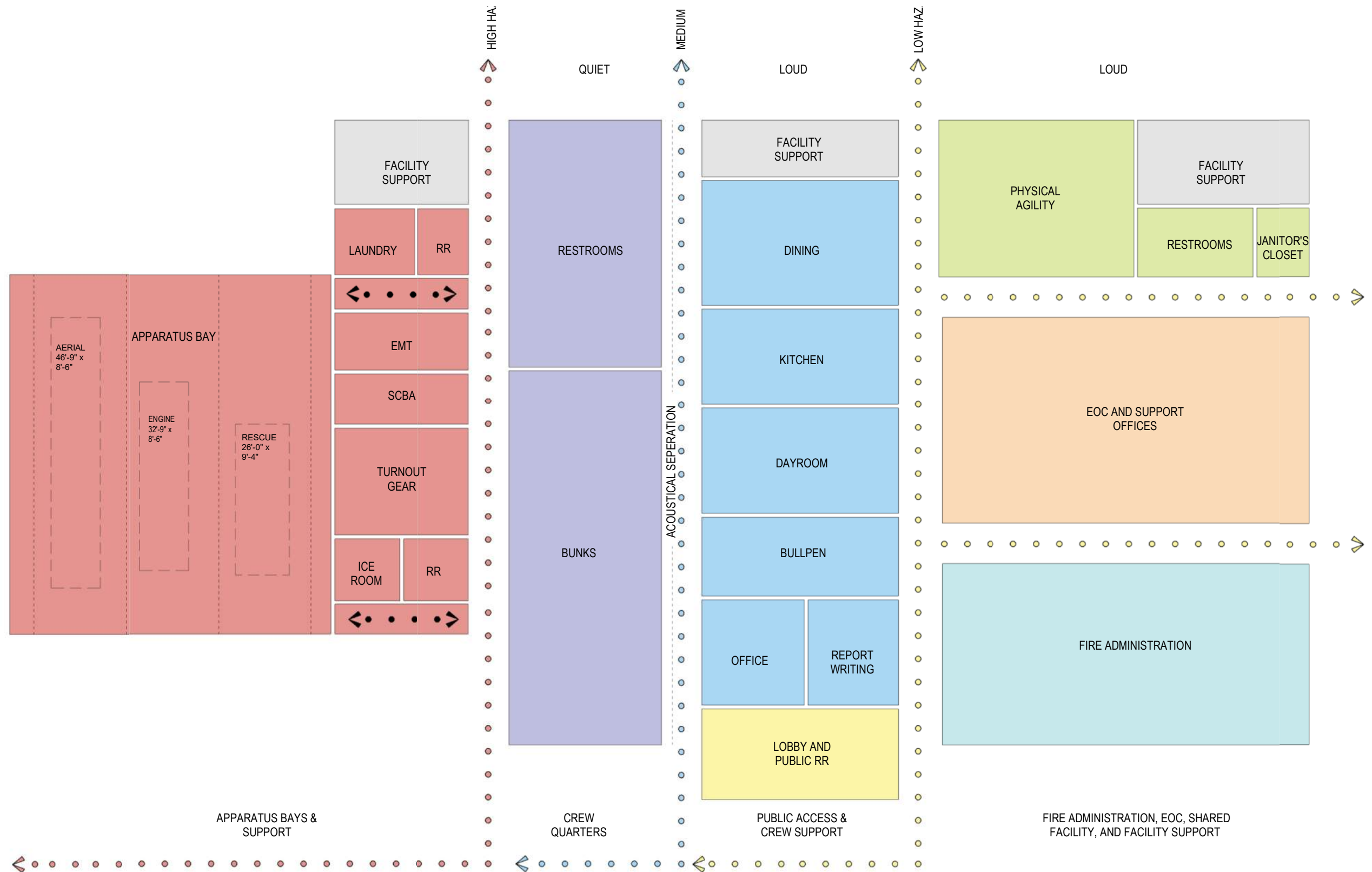
Mount Dora Fire Station 34 / Fire Administration /

Area Standards:	
Area:	70 - 80 S.F.
Dimensions:	Approximately 8'-0" x 10'-0"
Description:	ADA Restroom
Components:	Accessible Sink Toilet w/ Grab Bar Floor Drains
Comments:	ADA Clearances Provided







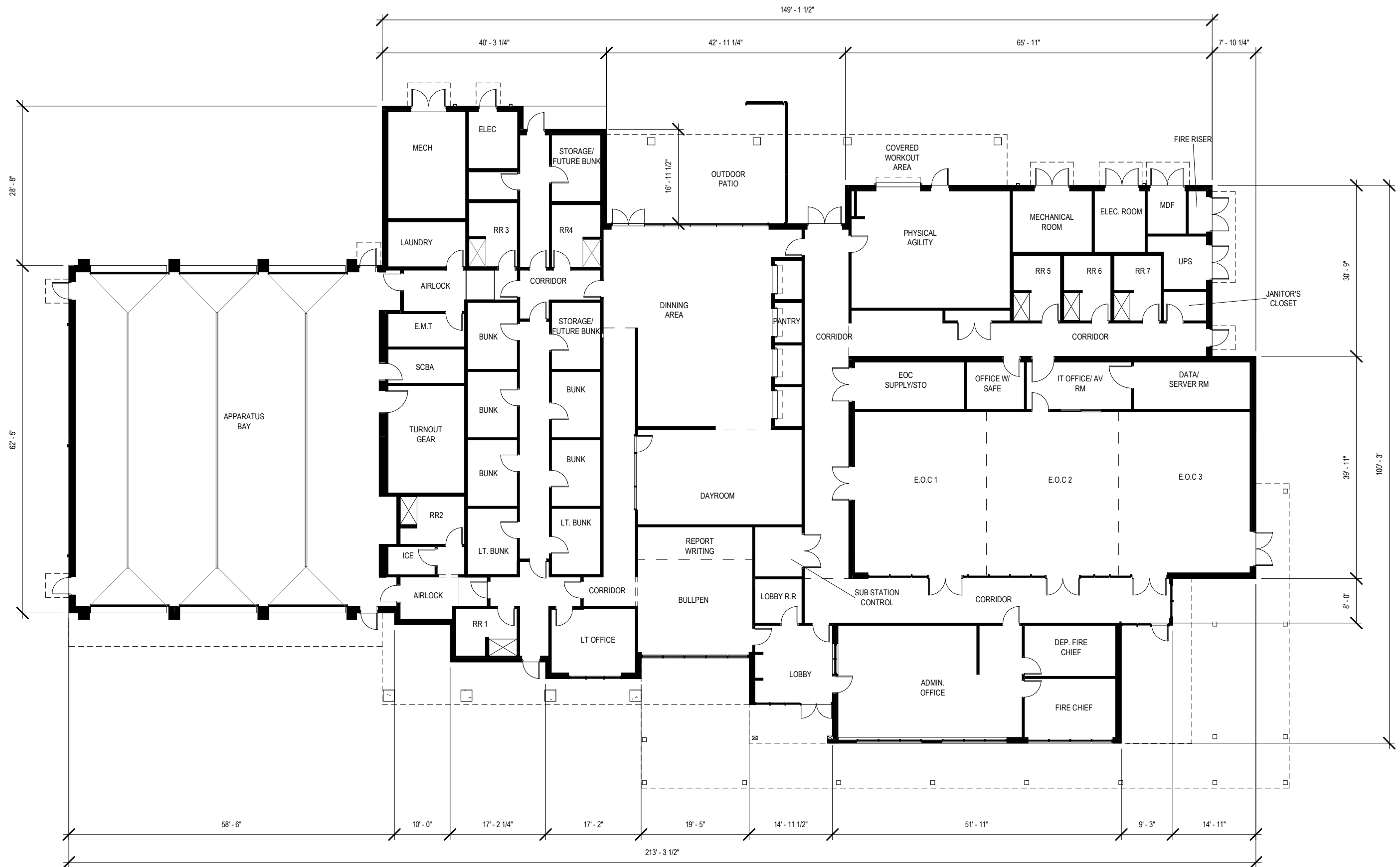


DEPARTMENT LEGEND

- 1.0 PUBLIC ACCESS AREAS
- 2.0 CREW QUARTERS
- 3.0 CREW SUPPORT
- 4.0 APPARATUS BAY & SUPPORT
- 5.0 FACILITY SUPPORT
- 6.0 EMERGENCY OPERATIONS CENTER
- 7.0 FIRE ADMINISTRATION
- 8.0 SHARED FACILITY SERVICES

AREA CALCULATION	
FIRE STATION :	9,961 SF
FIRE ADMINISTRATION :	1,113 SF
E.O.C :	6,370 SF
TOTAL BUILDING AREA :	17,444 SF





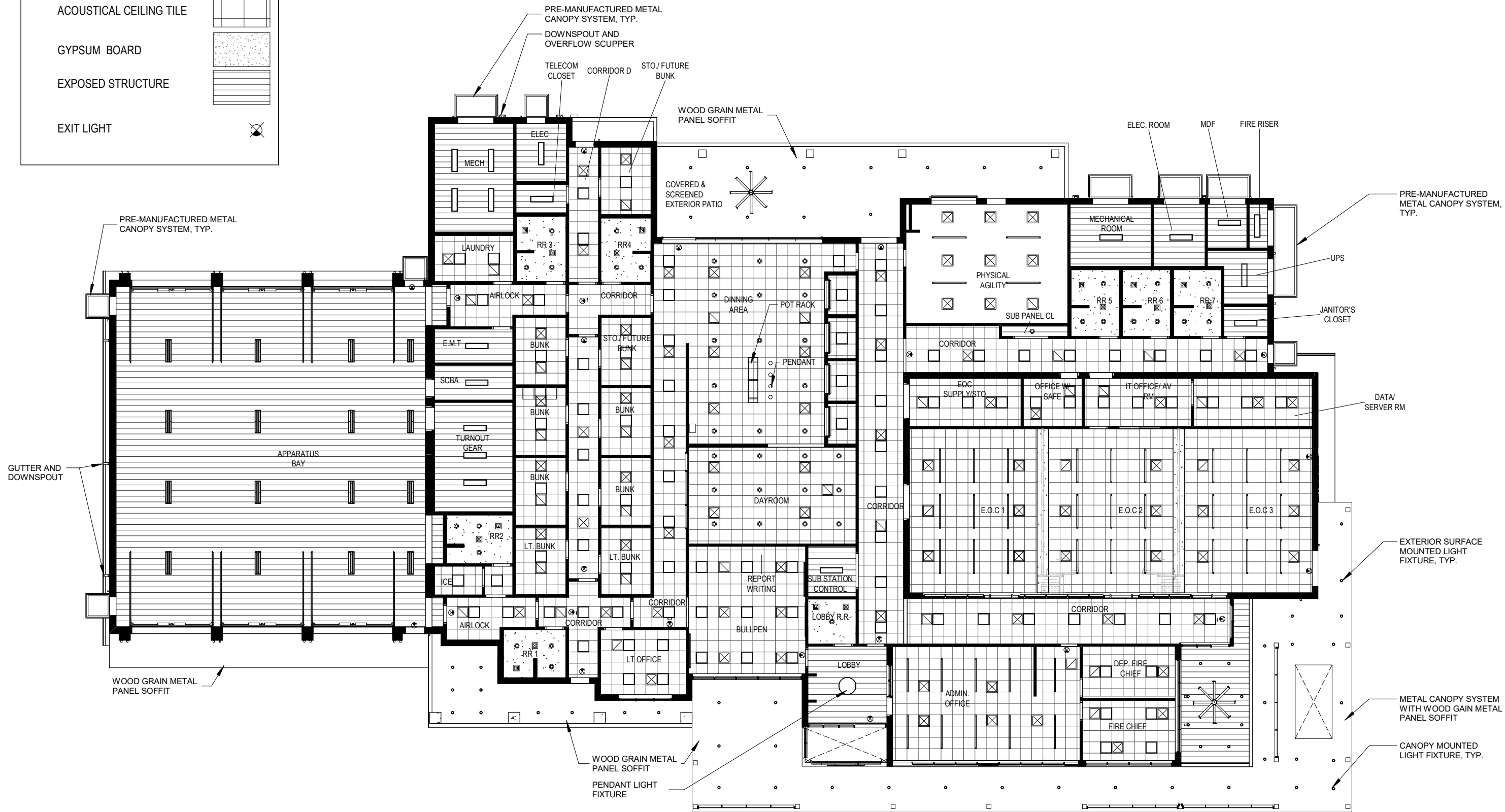
REFLECTED CEILING PLAN LEGEND

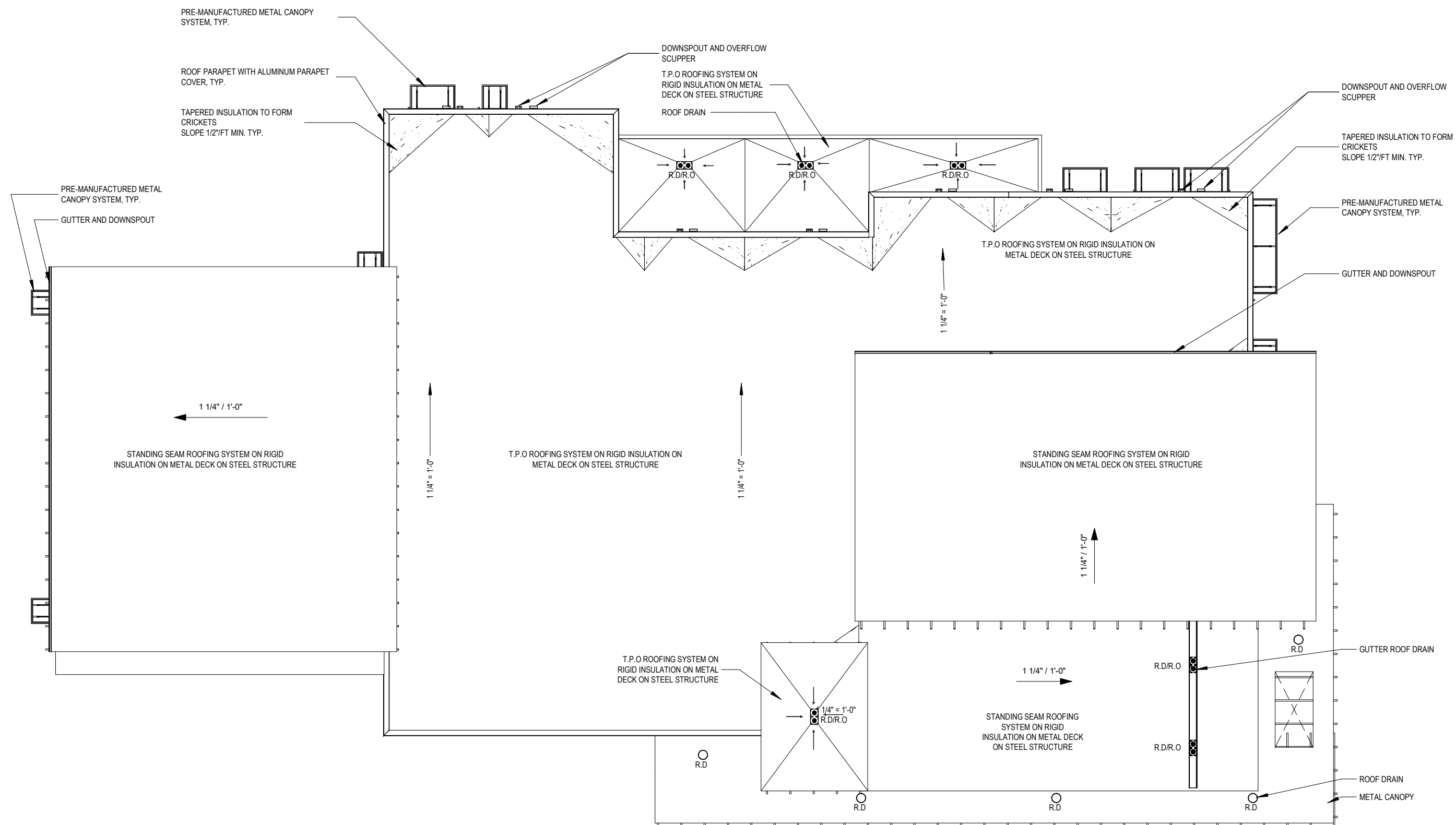
ACOUSTICAL CEILING TILE

GYPSUM BOARD

EXPOSED STRUCTURE

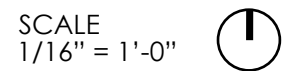
EXIT LIGHT





SCALE
1/16" = 1'-0"





SPECIALTY EQUIPMENT SCHEDULE					
TAG	COUNT	RESPONSIBILITY	DESCRIPTION	BASIS OF DESIGN	REQUIREMENTS
E1	1	OPOI	UPRIGHT BICYCLE	AIRDAYNE	
E2	1	OPOI	ELLIPTICAL	ELLIPTICAL FITNESS CROSSTRAINER - PRECOR EFX835	POWER REQUIRED
E3	1	OPOI	STAIRMASTER STEPMILL		
E4	1	CPCI	FREEWEIGHT DUMBELL STATION	ROGUE UNIVERSAL STORAGE SYSTEM	
E5	1	OPOI	TREADMILL	SCIFIT, MODEL: AC5000-INT	POWER REQUIRED
E6	1	OPOI	POWER RACK	PROMAXIMA PL 360.	
E7	1	OPOI	ROWER MACHINE	LIFE FITNESS, MODEL: ROW GX TRAINER	
E8	1	OPOI	GYM WIPES DISPENSER	ULINE H-6368	
E9	1	CPCI	TRASH RECEPTACLE	BRADLEY, MODEL: 377-36	
E10	4	CPCI	4 POST, STAINLESS STEEL HEAVY DUTY ADJUSTABLE SHELVES	EAGEL GROUP QUAD-ADUST - 36"X18"X6', (4) SHELVES TYPICAL	
E11	6	CPCI	4 POST, STAINLESS STEEL HEAVY DUTY ADJUSTABLE SHELVES	EAGEL GROUP QUAD-ADUST - 48"X18"X6', (4) SHELVES TYPICAL	
E12	1	OPOI	STANDING COPIER/PRINTER/SCANNER	30" x 48"	POWER & DATA REQUIRED
E13	2	OPCI	DESKTOP PRINTER	HP LASERJET	
E14	1	OPCI	CLOCK - ELAPSED TIME	A4015 - ELAPSED TIME DIGITAL ELECTRIC CLOCK	
E15	1	CPCI	FIRE EXTINGUISHER CABINET	ALTA, MODEL: 7062-A	SEMI-RECESSED
E16	27	CPCI	GEAR LOCKER	GEARGRID, MODEL: JUMBO 24"X20"X74 1/2"	
E17	2	CPCI	MARKERBOARD - 96w x 48h x 1d	EGAN	WALL MOUNTED
E18	7	CPCI	RESTROOM BENCH	SCHOOL LOCKERS - 12" WIDE LOCKER ROOM BENCH	
E19	1	CPCI	ICE MACHINE	MANATOWIC, MODEL: IF0600/D-570 BIN	POWER & DRAIN REQUIRED
E20	1	OPOI	DRYER - FRONT LOAD	SPEED QUEEN, MODEL: LDE30RGS173TW01 WHITE	POWER & DRAIN REQUIRED
E21	1	OPOI	WASHER - TOP LOAD	SPEED QUEEN, MODEL: LWN432SP115TW01	POWER & DRAIN REQUIRED
E22	1	CPCI	EMERGENCY EYE WASH & SHOWER	BASIS OF DESIGN: GUARDIAN G1994	
E23	2	CPCI	WATER COOLER WITH BOTTLE FILLER	ELKAY: EZWS-ERPBM28K	
E24	35	CPCI	PERSONAL STORAGE LOCKER - SINGLE DOOR	SPACESAVER, FREESTYLE PERSONAL STORGAE LOCKER. COLOR TBD	
K1	2	CPCI	36" RANGE - 6 BURNERS - 2 STANDARD OVEN	IMPERIAL, MODEL: IR6-C	
K2	4	CPCI	TOP MOUNT REFRIGERATOR	FRIGIDAIRE, MODEL: FFTR2021 SS	POWER REQUIRED
K3	1	CPCI	TOASTER OVEN	GE, QUARTZ CONVECTION TOASTER OVEN, MODEL G9OCABSSPSS	
K4	2	CPCI	DISHWASHER	GE SS INTERIOR DISHWASHER WITH FRONT CONTROLS	POWER & DRAIN REQUIRED
K5	1	CPCI	COFFEE MAKER	BRAUN, MODEL: KF7000	
K6	1	CPCI	MICROWAVE	GE 1.6 CU FT COUNTERTOP. 12 7/8 H x 21 3/4 W x 17 3/4 D, MODEL: JES1657SM SS	
K7	1	CPCI	POT FILLER	JUST MANUFACTURING, MODEL JPF-4700	
TV1	7	CPCI	FLAT SCREEN TV 72"	VERIFY WITH ELECTRICAL	

FURNITURE SCHEDULE			
TAG	COUNT	RESPONSIBILITY	DESCRIPTION
F1	2	OPOI	LOUNGE CHAIR
F2	6	OPOI	GUEST CHAIR
F3	9	OPOI	BUNK TASK CHAIR
F4	10	OPOI	BUNK DESK
F5	1	OPOI	DINING TABLE
F6	18	OPOI	TASK CHAIR
F7	8	OPOI	RECLINER CHAIR
F8	10	OPOI	DINING CHAIR
F9	4	OPOI	DINING STOOL
F10	72	OPOI	HEAVY-DUTY TASK CHAIR
F11	12	OPOI	NESTING TASK CHAIR
F12	12	OPOI	6' SOFT RADIUS EOC TABLE W/ TWO BASES
F13	3	OPOI	ROUND TABLE, 48" W
F14	2	OPOI	U-SHAPE OFFICE DESK
F15	7	OPOI	L-SHAPE WORKSTATION
F16	9	OPOI	TWIN BED XL



FLOOR FII

- CPT-
- ESD-
- PTF-
- RAF-
- SC-1
- STSC
- STSC
- PTF-

SCALE
1/16" = 1'-0"



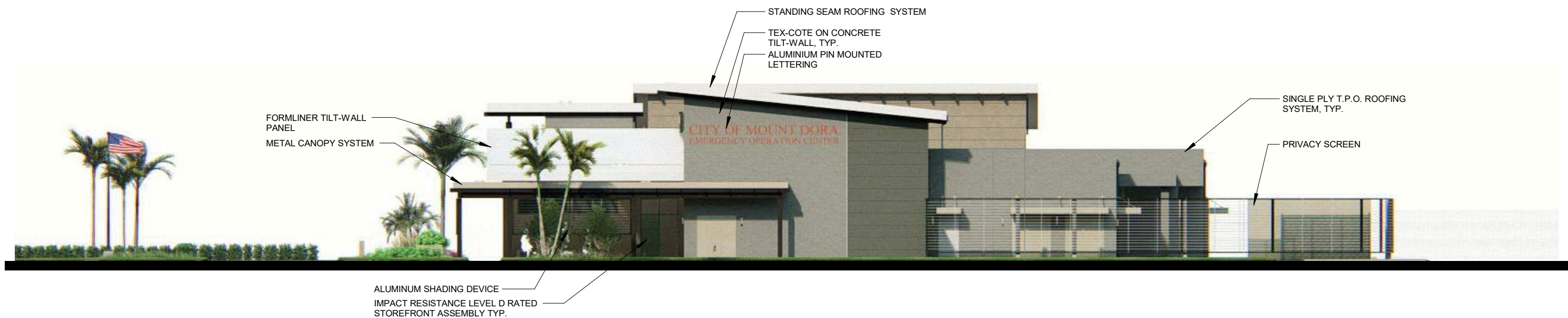
INTERIOR FINISH SCHEDULE									
ROOM #	ROOM NAME	FLOOR FINISH	BASE FINISH	NORTH WALL FINISH	SOUTH WALL FINISH	EAST WALL FINISH	WEST WALL FINISH	CEILING FINISH	COMMENTS
101	LOBBY	STSC-1	RB-1	P	P	P	P	EXP	
101A	LOBBY R.R	PTF-1	PTB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
102	ADMIN. OFFICE	STSC-1	RB-1	P	P	P	P	ACT	
102A	DEP. FIRE CHIEF	STSC-1	RB-1	P	P	P	P	ACT	
102B	FIRE CHIEF	STSC-1	RB-1	P	P	P	P	ACT	
103A	CORRIDOR	STSC-1	PTB-1	P	P	P	P	ACT	
103B	CORRIDOR	STSC-1	RB-1	P	P	P	P	ACT	
103C	CORRIDOR	STSC-1	RB-1	P	P	P	P	ACT	
104A	E.O.C 1	CPT-SD	RB-1	P	P	P	P	ACT	
104B	E.O.C 2	CPT-SD	RB-1	P	P	P	P	ACT	
104C	E.O.C 3	CPT-SD	RB-1	P	P	P	P	ACT	
107	PHYSICAL AGILITY	RAF-1	RB-1	P	P	P	P	EXP	
108	OFFICE W/ SAFE	STSC-1	RB-1	P	P	P	P	ACT	
109	SUB PANEL CL	STSC-1	RB-1	P	P	P	P	EXP	
110	IT OFFICE/ AV RM	STSC-1	RB-1	P	P	P	P	ACT	
110A	DATA/ SERVER RM	ESD-1	RB-1	P	P	P	P	ACT	
111	RR 5	PTF-1	RB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
112	RR 6	PTF-1	RB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
113	RR 7	PTF-1	RB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
114	JANITOR'S CLOSET	STSC-1	RB-1	P / FRP	P / FRP	P / FRP	P	EXP	
115	UPS	SC-1	RB-1	P	P	P	P	EXP	
116	FIRE RISER	SC-1	---	P	P	P	P	EXP	
117	MDF	SC-1		P	P	P	P	EXP	IS ESD TILE FLOORING NEEDED HERE?
118	ELEC. ROOM	SC-1	EB-1	P	P	P	P	EXP	
119	MECHANICAL ROOM	SC-1	---	P	P	P	P	EXP	
121	BULLPEN	STSC-1	RB-1	P	P	P	P	ACT	
121A	REPORT WRITING	STSC-1	RB-1	P	P	P	P	ACT	
122	CORRIDOR	STSC-1	RB-1	P	P	P	P	ACT	
123	DAYROOM	STSC-1	RB-1	P	P	P	P	ACT	
124	DINNING AREA	STSC-1	RB-1	P	P	P	P	ACT	
124A	PANTRY	STSC-1	RB-1	P	P	P	P	ACT	
124B	PANTRY	STSC-1	RB-1	P	P	P	P	ACT	
124C	PANTRY	STSC-1	RB-1	P	P	P	P	ACT	
124D	PANTRY	STSC-1	RB-1	P	P	P	P	ACT	
125A	CORRIDOR	STSC-1	RB-1	P	P	P	P	ACT	
125B	CORRIDOR B	STSC-1	RB-1	P	P	P	P	ACT	
125C	CORRIDOR	STSC-1	RB-1	P	P	P	P	ACT	
125D	CORRIDOR D	STSC-1	RB-1	P	P	P	P	ACT	
126	LT OFFICE	STSC-1	RB-1	P	P	P	P	ACT	
127	RR 1	PTF-1	PTB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
128	LT. BUNK	STSC-1	RB-1	P	P	P	P	ACT	
129	LT. BUNK	STSC-1	RB-1	P	P	P	P	ACT	
130	BUNK	STSC-1	RB-1	P	P	P	P	ACT	
131	BUNK	STSC-1	RB-1	P	P	P	P	ACT	
132	BUNK	STSC-1	RB-1	P	P	P	P	ACT	
133	BUNK	STSC-1	RB-1	P	P	P	P	ACT	
134	STORAGE/ FUTURE BUNK	STSC-1	RB-1	P	P	P	P	ACT	
135	BUNK	STSC-1	RB-1	P	P	P	P	ACT	
136	RR4	PTF-1	PTB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
137	RR 3	PTF-1	RB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
138	STORAGE/ FUTURE BUNK	STSC-1	RB-1	P	P	P	P	GYP	
139	ELEC	STSC-1	RB-1	P	P	P	P	GYP	
140	MECH	STSC-1	RB-1	P	P	P	P	EXP	
141	AIRLOCK	STSC-1	RB-1	P	P	P	P	ACT	
142	LAUNDRY	STSC-1	EB-1	P	P	P	P	ACT	
143	E.M.T	STSC-1	RB-1	P	P	P	FRP	EXP	
144	SCBA	STSC-2	RB-2	P	P	P	P	EXP	
145	TURNOUT GEAR	STSC-2	RB-2	P	P	P	P	EXP	
146	AIRLOCK	STSC-1	RB-1	P	P	P	P	ACT	
147	VESTIBULE	STSC-1	RB-1	P	P	P	P	EXP	
148	ICE	STSC-1	RB-1	P	P	P	P	ACT	
149	RR2	PTF-1	PTB-1	P / PTW	P / PTW	P / PTW	P / PTW	GYP	
150	APPARATUS BAY	STSC-2	RB-2	P	P	P	P	EXP	
155	TELECOM CLOSET	STSC-1	RB-1	P	P	P	P	EXP	

INTERIOR FINISH LEGEND PG 1						
FINISH TAG	MATERIAL	MFR	STYLE	COLOR / FINISH	SIZE	COMMENTS
033543	Sealed Concrete					
SC-1	Sealed Concrete	L.M. Scofield Co.	Grade 1 / Class 2	Clear / Matte, 400 Grit		
STSC-1	Stained and Sealed Concrete	L.M. Scofield Co.	Formula One® Liquid Dye	Soft Gray G388		
STSC-2	Stained and Sealed Concrete	L.M. Scofield Co.	Formula One® Liquid Dye, Cureseal-W with Traction Additive	Soft Gray G388		Apparatus Bay
064116	High-Pressure Plastic Laminate					
PL-1	Plastic Laminate	Formica		8826-58 Neutral Twill, Matte Finish		Upper and lower cabinets. See elevations.
PL-2	Plastic Laminate	Formica		02770-58 Sarum Grey, Matte Finish		Countertops. See elevations.
064020	Stainless Steel					
SS-1	Stainless Steel	Refer to specs	Type 316			
SS-2	Stainless Steel Trim	Schluter				
066650	Solid Polymer Fabrication					
SOS-1	Solid Surface	Formica		TBD	2 CM	See elevations
093013	Ceramic / Porcelain Tile					
PTF-1	Porcelain Tile, Floor	Crossville Inc	Nest	Peaceful Oak, Rectified Unpolished Finish	8" x 36"	
PTF-2	Porcelain Tile, Floor	Trinity Tile	Fairbanks XL	Square, Matte Finish	48" x 48"	Shower Floors
PTB-1	Porcelain Tile, Base	Crossville Inc	Notorious	Femme Fatale, HON - Honed Finish	6" x 12"	
PTW-1	Porcelain Tile, Wall	Crossville Inc	Notorious	Femme Fatale, HON - Honed Finish	12" x 24"	
PTW-2	Porcelain Tile, Bullnose	Crossville Inc	Nest	Peaceful Oak, Rectified Unpolished Finish	6" x 18"	Accent at restrooms.
PTW-3	Porcelain Tile, Wall	Trinity Tile	Fairbanks XL	Square, Matte Finish	48" x 102"	Shower Walls.
CWT-1	Ceramic Tile, Wall	Daltile	Color Wheel Collection - Classic	Architectural Grey 0709	6" x 6"	Jan. Closet at Mop Sink
095123	Acoustical Panel Ceilings					
ACT-1	Acoustical Ceiling Tile	Armstrong	Ultima Lay-In, Tegular	White	2' x 2' x 3/4"	
ACT-2	Acoustical Ceiling Tile	Armstrong	Kitchen Zone Lay-In, Tegular	White	2' x 2' x 3/4"	

INTERIOR FINISH LEGEND PG 2						
FINISH TAG	MATERIAL	MFR	STYLE	COLOR / FINISH	SIZE	COMMENTS
096513	Resilient Wall Base					
RB-1	Rubber Base	Johnsonite	Baseworks Thermoset Rubber	Colonial Grey CG	4"	
096566	Resilient Athletic Flooring					
RAF-1	Rubber Athletic Flooring	eCORE Commercial	ECONights	Red Hots	8 MM x 48"W	
098433	Acoustical Wall Panels					
AWP-1	Sound-Absorbing Panels	Koroseal	TBD	TBD	1" thick	See elevations
099123	Painting and Special Coatings					
P-1	Interior Paint	Sherwin Williams	Eggshell	City Loft SW 7631		Field color
P-2	Interior Paint	Sherwin Williams	Eggshell	Red Bay SW 6321		Accent Color
P-3	Interior Paint	Sherwin Williams	Semi-Gloss	City Loft SW 7631		
P-4	Interior Paint	Sherwin Williams	Eggshell	Snowbound SW 7004		Bunk Rooms
P-5	Interior Paint	Sherwin Williams	Flat	High Reflective White SW 7757		General ceiling paint
P-6	Interior Paint	Sherwin Williams	Semi-Gloss	High Reflective White SW 7757		Ceiling paint in showers
P-7	Interior Paint	Sherwin Williams	Semi-Gloss (epoxy paint)	Knitting Needles SW 7672		(Apparatus Bays)
P-8	Interior Paint	Sherwin Williams	Semi-Gloss (epoxy paint)	Red Bay SW 6321		(Apparatus Bays)
P-9	Interior Paint	Sherwin Williams	Semi-Gloss (epoxy paint)	Summit Gray SW 7669		(Apparatus Bays)
P-10	Interior Paint	Sherwin Williams	Eggshell	Knitting Needles SW 7672		Accent Color
PM-1	Interior Paint	Sherwin Williams	Semi-Gloss	Knitting Needles SW 7672		Metal Doors and Frames
PM-2	Interior Paint	Sherwin Williams	Flat	Knitting Needles SW 7672		Exposed Structure
PM-3	Interior Paint	Sherwin Williams	Semi-Gloss	Red Bay SW 6321		Bollards (Apparatus Bays)
097216	Wall Protection					
WC-1	Wall Covering	Koroseal	Flex Decorative Wall Protection - TBD	TBD	Roll Width 52 in	Refer to Elevations
102600	Wall Protection					
CG	Corner Guard	Nystrom	Stainless Steel Corner Guard	Stainless Steel	1" Wings.	
122413	Roller Shades					
RS-1	Solar Roller Shade	SWF	Pro Series Manual Solar Single Shades	TBD	Refer to Finish Plan.	Refer to Finish Plan
RS-2	Dual Solar / Black-Out Roller Shades	SWF	Standard Manual Solar Dual Shades: Solar Shade	TBD	Refer to Finish Plan.	Refer to Finish Plan
123661	Quartz Surfacing					
QTZ-1	Quartz	Du Pont	Zodiaq	TBD	2 CM	Kitchen Waterfall / Halfwall counter
QTZ-2	Quartz	Hanwha Surfaces	Hanstone Quartz	TBD		Kitchen Backsplash



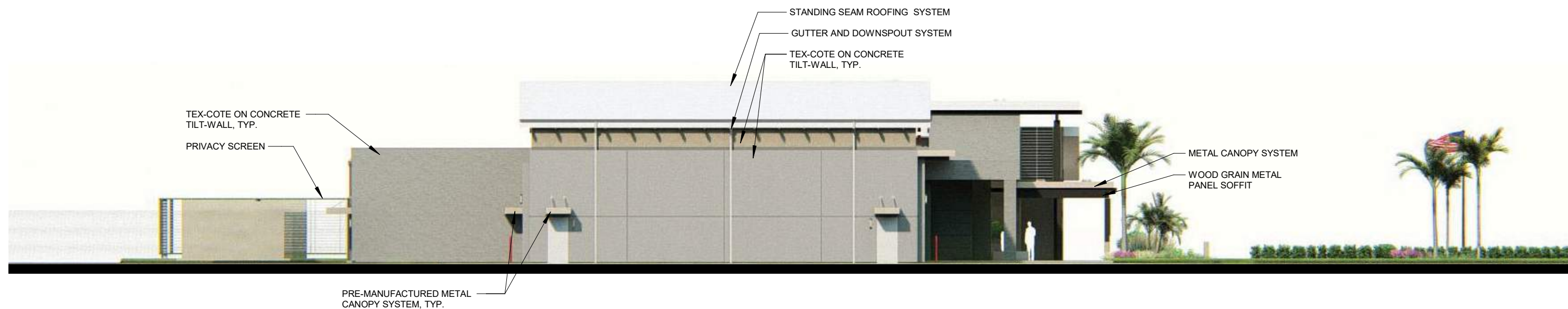
1 ELEVATION SOUTH
1/16" = 1'-0"



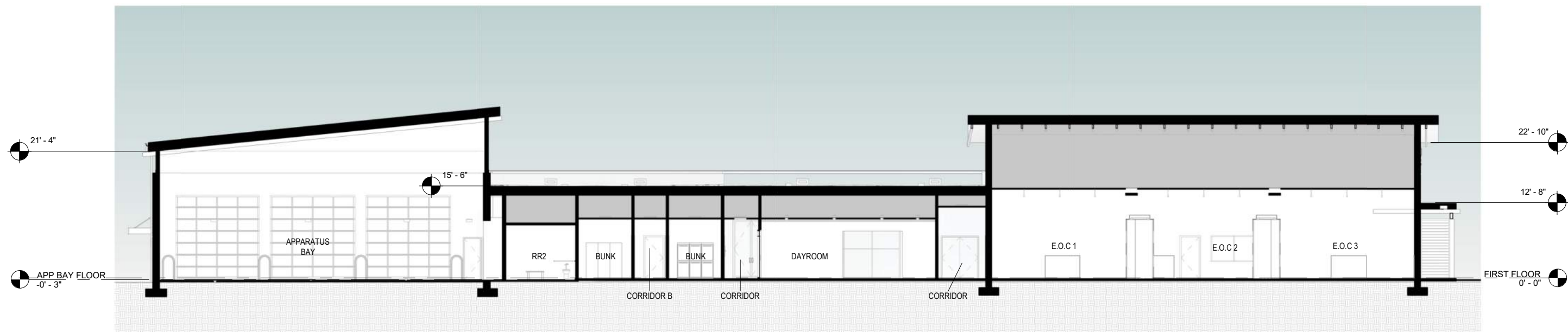
2 ELEVATION EAST
1/16" = 1'-0"



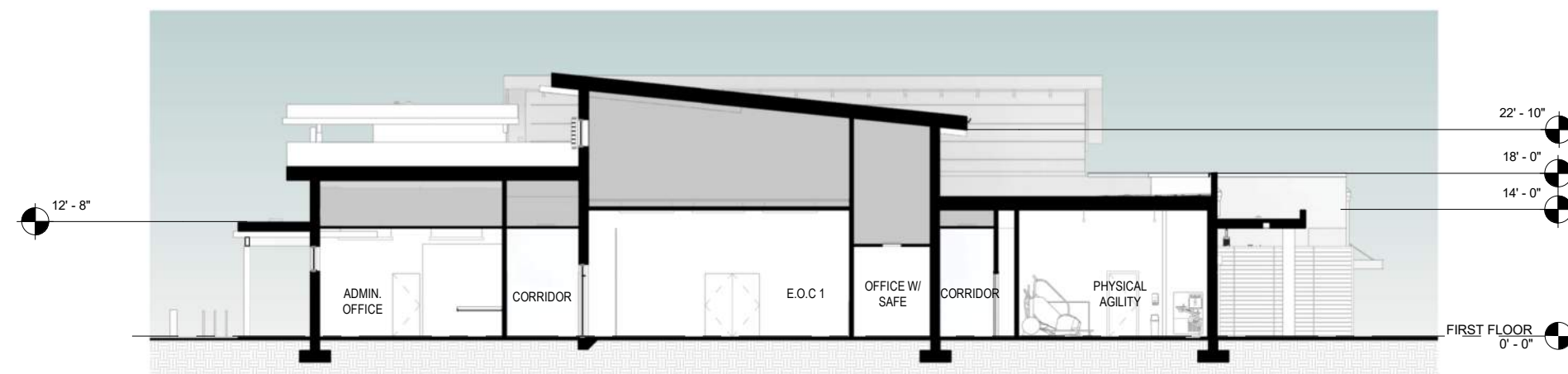
1 ELEVATION NORTH
1/16" = 1'-0"



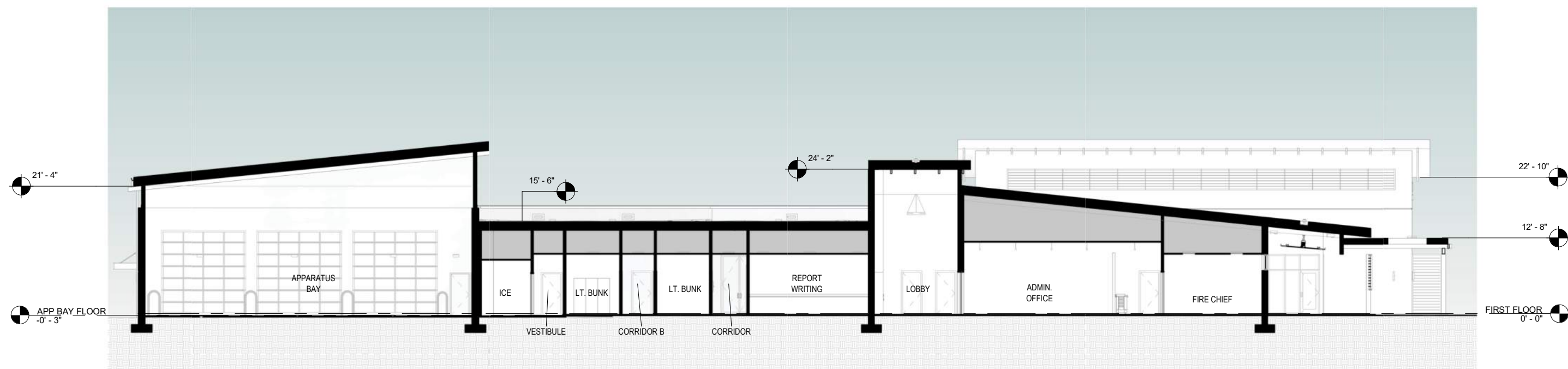
2 ELEVATION WEST
1/16" = 1'-0"



1 SECTION 1
1/16" = 1'-0"



2 SECTION 2
1/16" = 1'-0"



1 SECTION 3
1/16" = 1'-0"



FRONT ELEVATION PERSPECTIVE





APPROACH FROM PUBLIC PARKING





EOC / Public Works Facility / Future Fire Station #34
Feasibility Study
Limit Avenue
April 13, 2021



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- Exhibit B – Soil Map
- Exhibit C – FEMA Map
- Exhibit D – USGS Map
- Exhibit E – Conceptual Site Plan
- Exhibit F – City of Mount Dora Utility Atlas

Background

This report compiles data and evaluates two parcels of land located in the City of Mount Dora, Florida for the development and construction of a city facility which will contain the city’s Public Works Complex and future Fire Station #34. The subject properties will be required to accommodate the future Fire Station #34 facility (13,250 square feet) which includes an administration building (23,400 square feet) with public and secure staff parking, a warehouse (41,738 square feet) as well as various covered and paved areas utilized by the Public Works Department. The parcels are located off Limit Avenue.

A portion of the property currently serves as the City of Mount Dora Water Treatment Facility which will remain on site. The parcels are located within a mix of agricultural and residential areas of the city. More specifically, east of N. Donnelly Street, west of US 441 on the north side of Limit Ave. The site is bordered to the north and east by agricultural lands which was previously used for citrus farming but does not appear to be actively used for such activities, to the west by vacant land and to the south by Limit Avenue (single-family residential homes are located on the south side of Limit Avenue).



The study will focus on the following issues:

- Identify site access and roadway issues
- Identify future land use designation and zoning
- Permitting and Coordination
- Review availability of utilities (water and sewer)
- Review soil information
- Review flood plain information (FEMA)
- Review USGS Quadrangle Map
- Evaluate storm water drainage patterns and review available topographic survey for potential on-site storm water management system constraints

The geotechnical report, which is included, was reviewed for existing groundwater and soil conditions. The information within the Geotechnical report will be heavily relied upon during the design stage for accurate site layout, stormwater pond type and depth for the permitting requirements with the appropriate regulatory agencies. The depicted site boundary, site layout, and stormwater pond included within this report shall be deemed preliminary and approximate until the design development phase commences.

Access

The site is only accessible from Limit Avenue. The existing site currently has 1 access point. The driveway begins as an unsecure roadway which serves as the access point for the existing building and parking lot located to the west of the driveway and fronts onto Limit Avenue. The roadway continues north where the water treatment plant secured entry fence and gate prohibit public access to the facility. Ultimately, the secured roadway dead ends into a hammerhead which requires vehicles to turn around and exit through the same access roadway onto Limit Avenue.

Limit Avenue is a two-lane undivided roadway. A turning analysis will be required to determine if roadway modifications may be necessary to accommodate emergency services and other vehicles to safely maneuver between the site and Limit Avenue. The site is not accessible to pedestrian traffic because Limit Avenue does not have a pedestrian sidewalk connection to the site.

See exhibit “A”, Aerial Photograph.

Land Use and Zoning

Parcel ID Numbers: 20-19-27-0003-000-01100 / 20-19-27-0003-000-06200

Current Owner of Record:

City of Mount Dora
P.O. Box 176
Mount Dora, FL 32756-0176

Current Land Use:

8089 – Vacant Government Municipal
Existing Water Treatment Plant Facility / Vacant

Current Zoning:

PLI – Public Lands and Institutions

Future Land Use:

PLI – Public Lands and Institutions

Surrounding land use areas include:

North: Vacant Commercial
East: Orange Grove / Agricultural Homesite
South: Limit Avenue, Single Family Residence
West: Vacant Commercial

Building Setbacks include:

Front Yard: 90 ft from centerline of Limit Ave.
Side Yard: 25 ft.
Rear Yard: 25 ft.
Max. Building Height: 35 ft.

Permitting Jurisdiction:

Mount Dora
St. John’s River Water Management District (SJRWMD)
Florida Department of Environmental Protection

Permitting and Coordination

The following list delineates approvals and/or permits which are anticipated to be required for development of the subject parcels:

1. City of Mount Dora

The applicant shall submit site development plans through the Planning & Development’s Site Plan Review Process for approval. The turnaround time for each submittal is approximately 30 days. The project site is comprised of 2 independent parcels. The parcels are not required to combined in order to develop the site, but they may be joined through a Unity of Title process if the city wishes the parcels may be combined into a single parcel.

2. St. Johns River Water Management District

A standard general Environmental Resource Permit (ERP) is anticipated. A typical review process with water management district has a 30-day turnaround time frame. For project scheduling, a 60-90-day review and approval period should be taken into consideration.

3. Lake County

Limit Avenue is owned and maintained by Lake County. The county communicated their acceptance of the conceptual driveway location that includes the 2 driveway connections as shown in Exhibit E. The east driveway connection will be utilized by the majority of the traffic utilizing this site, including large delivery vehicles. A westbound turn lane on Limit Avenue may be necessary to accommodate this traffic. Limit Avenue has a platted right-of-way width of 90 feet and a turn lane could be designed to fit within this area. The proximity of the east driveway connection to the east property line may create difficulty in designing the turn lane. The purchase of the property to the east could potentially alleviate the design constraint. County staff indicated they are willing to work with the design team during the driveway approval process.

4. Florida Department of Environmental Protection (FDEP)

FDEP permits will be required for the construction of the drinking water and sanitary sewer systems. The site is located within the City of Mount Dora service area. Mount Dora’s Engineering Division of the Public Works Department are tasked with reviewing all development and site plans within the city’s utility service area to ensure that design and construction are in conformance with regulatory requirements. The review and approval of water and sewer systems will be conducted as part of the site plan review process. Permit review typically takes 30 days for each review by the City of Mount Dora Public Works Engineering staff. An FDEP permit typically can be obtained within 30 days of submission once city staff have reviewed/approved the plans and sign the permit application. Utility service fees will be required once approvals have been obtained.

5. NPDES

A notice of intent to dispose of stormwater will need to be filed with Florida Department of Environmental Protection prior to the start of construction. Permit can usually be issued in 30 days.

Utilities

The properties are located within the city of Mount Dora’s utility service area. The city has the capability of providing potable water and wastewater services to the site. The project’s demand had not been determined but it is assumed that the city’s infrastructure has the capacity to accommodate the development of this site.

There is an existing lift station located on site, west of the demolished building foundation. The existing lift station served the recently demolished administration building located near Limit Ave. The demands from the proposed improvements will exceed the capacity of the existing lift station will need to be replaced with a system that can manage the proposed flows. The lift station will be able to utilize the existing 4” force main which discharges into a gravity manhole located south of Limit Ave.

The City of Mount Dora has an existing water treatment plant currently located on the site. There is an existing 6” water main located on the south side of Limit Ave and the site will utilize a connection with this main to serve the project. Adequate pressure for the development should not be an issue since the project is located on the same parcel as the water treatment plant and the point of connection is close to the production facility. A pre-application meeting with Mount Dora’s Utilities staff is recommended prior to initiation of the design.

There is an existing 16” reclaim water main on the north side of Limit Ave and the site will connect to the main and use the reclaim water for irrigation of the landscaping.

See Exhibit “F”, Utility Atlas.

Geotechnical and Environmental Issues

The subsurface investigation report is included with this report and describes the encountered groundwater levels and estimated seasonal high groundwater tables fluctuating between 4’-11’ and 1’-8’ respectively. Based on the review of Soil Survey of Lake County, Florida published by United States Department of Agriculture, the existing soil on this site includes Apopka Sand (6), Candler Sand (8 & 9) and Smyrna Tavares Sand (45). Apopka Sand is moderately level (5-12% slope) and is well drained (Hydrologic Group A). Candler Sand varies from is nearly level (8) to moderately level (5-12% slope) and excessively well drained (Hydrologic group A). Tavares Sand is nearly level moderately well drained (Hydrologic group A).

See Exhibit “B”, Soil map.

Topography

Based on the topographic survey, the project site’s elevation varies from approximately 173’ to 142’ above mean sea level (MSL) and slopes from east to west. The northwest portion of the site has a drastic elevation change which may require a retaining wall to be necessary to properly build the project. The current conceptual site plan has the stormwater pond located in this area.

See Exhibit “D”, USGS Map.

Stormwater Management

The site is located within the Ocklawaha Hydrological Basin and the Wekiva Recharge Protection Basin. The site is located within the Lake Gertrude Basin. The site which flows under Donnelly Street and eventually to Lake Gertrude. Lake Gertrude contains an overflow to Lake Dora, an open Basin. Based on FEMA FIRM panel 12096C0359E (Dated 12/18/12), the site is in Zone “X”, Area of Minimal Hazard.

See Exhibit “C”, FEMA map.

The requirements for each agency are outlined below:

St. Johns River Water Management District

A standard general Environmental Resource Permit (ERP) is required. This site is not within a master drainage system. Therefore, the proposed stormwater pond must comply with SJRWMD requirements for providing the required attenuation volume. The project must demonstrate that the post-development peak discharge rate for the 10-year / 24-hour and the 25-year / 24-hour storm events does not exceed the pre-development discharge rates for the design storms.

The volumetric requirements vary between wet and dry treatment systems. Attenuation volume requirements shall be the largest value of the following criteria:

Dry Pond Water Quality Volume:

- a) 0.5” of runoff from the basin; or
- b) 1.25” of runoff from the impervious area;
- c) Plus, an additional 0.5” volume from the drainage area.

Wet Pond Water Quality Volume:

- a) 1” of runoff from the basin; or
- b) 2.50” of runoff from the impervious area (excluding water bodies);

Swale System Water Quality Volume:

Swales which discharge to Class III receiving water bodies shall be designed to percolate 80% of the runoff from the 3-year, 1- hour storm. The remaining 20% of the runoff from the 3-year, 1-hour storm event may be discharged offsite by the swale system.

Wekiva Recharge Protection Basin Water Quality Volume:

The project is required to demonstrate that the stormwater system provides for three inches of runoff from all impervious areas proposed to be constructed on Type “A” soils as defined by the NRCS Soil Survey.

Recovery Analysis

A dry retention system (ponds and/or swale systems) must be designed to so that the required treatment volume infiltrates into the soil within 72 hours following the design storm event.

City of Mount Dora

This site must also comply with the City of Mount Dora requirements for pollution abatement. The city’s criteria are consistent with that of SJRWMD. Therefore, the project will satisfy the city’s requirements by meeting the SJRWMD criteria.

EXHIBITS

Exhibit A: Aerial Map

Project Location

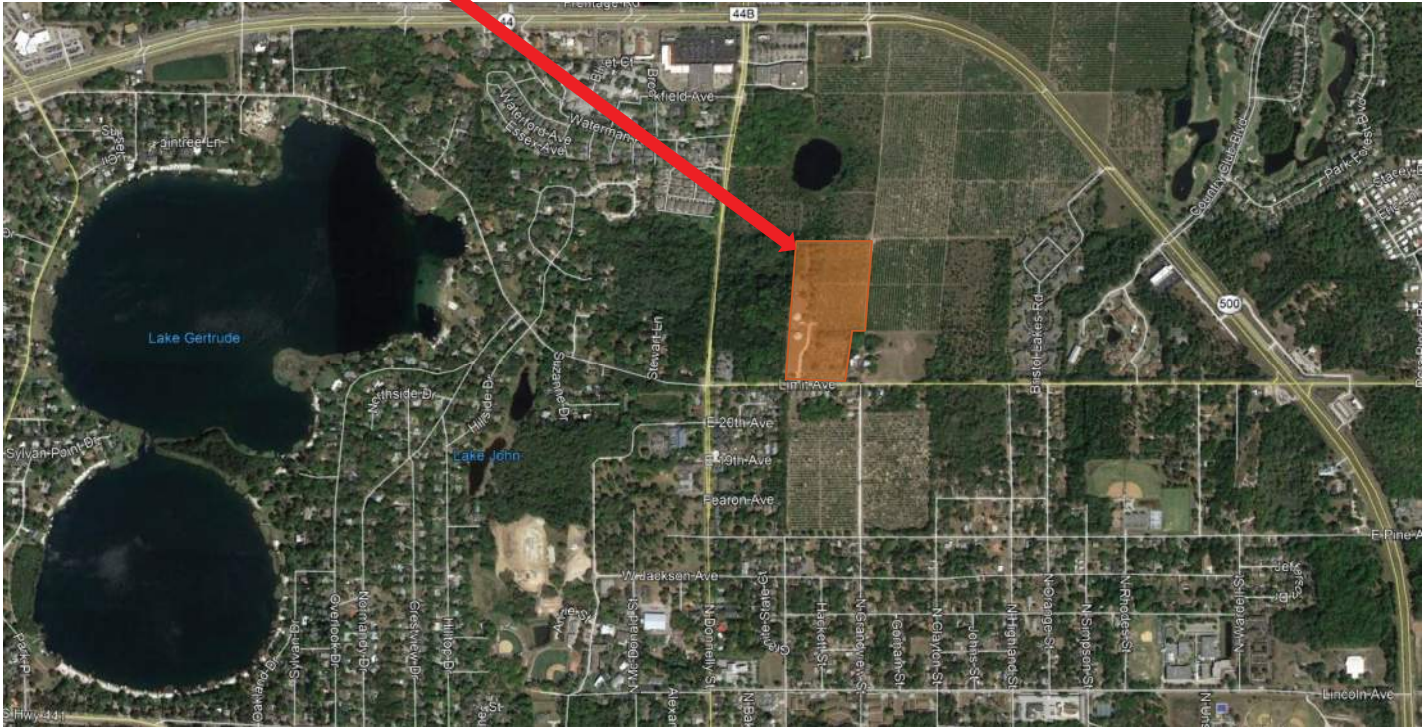


Exhibit B: Soil Report



Soil Types:

- 6 – Apopka Sand
- 8 – Candler Sand (0-5% slopes)
- 9 – Candler Sand (5-12% slopes)
- 45 – Tavares Sand

Exhibit C: FEMA Map

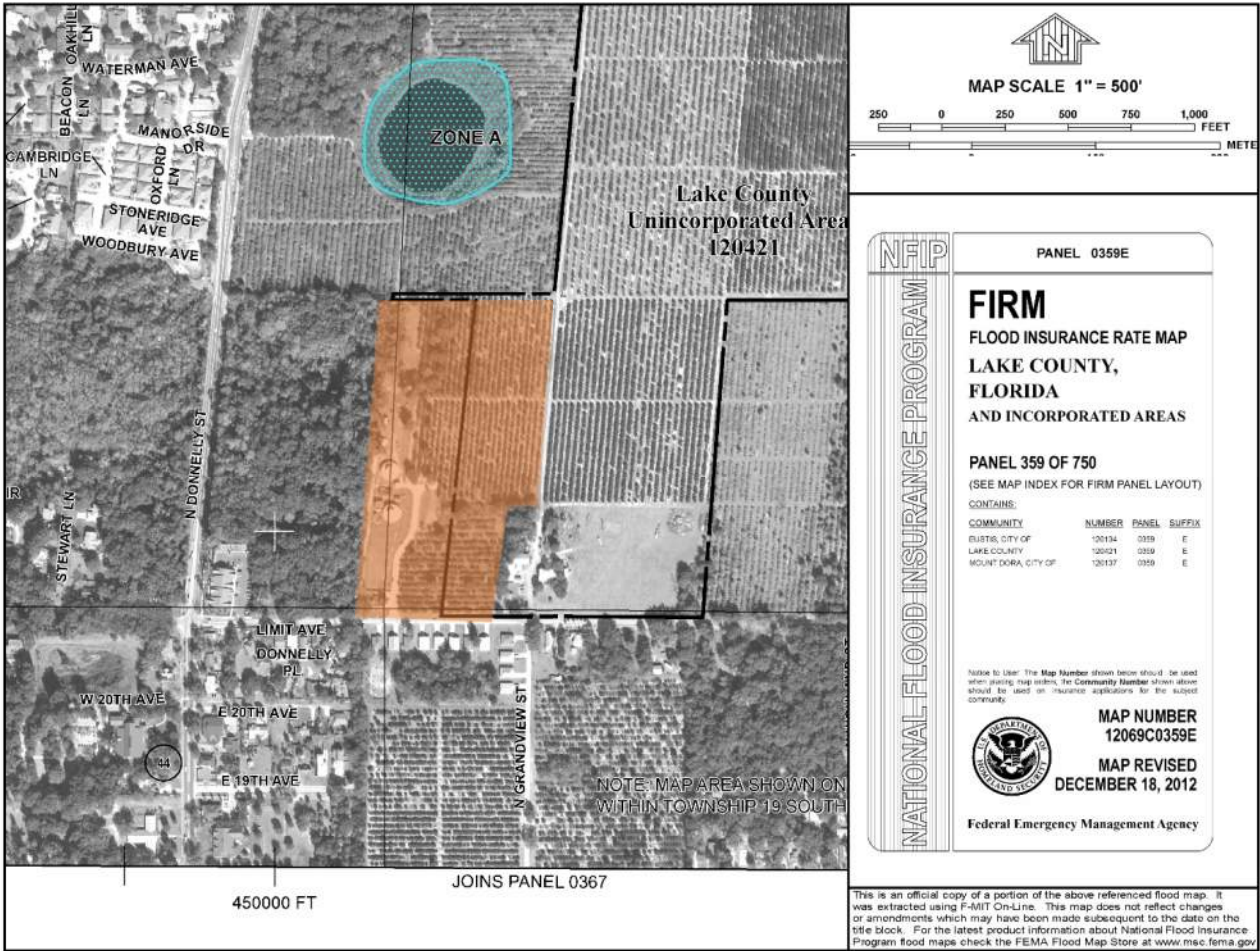


Exhibit D: USGS Map

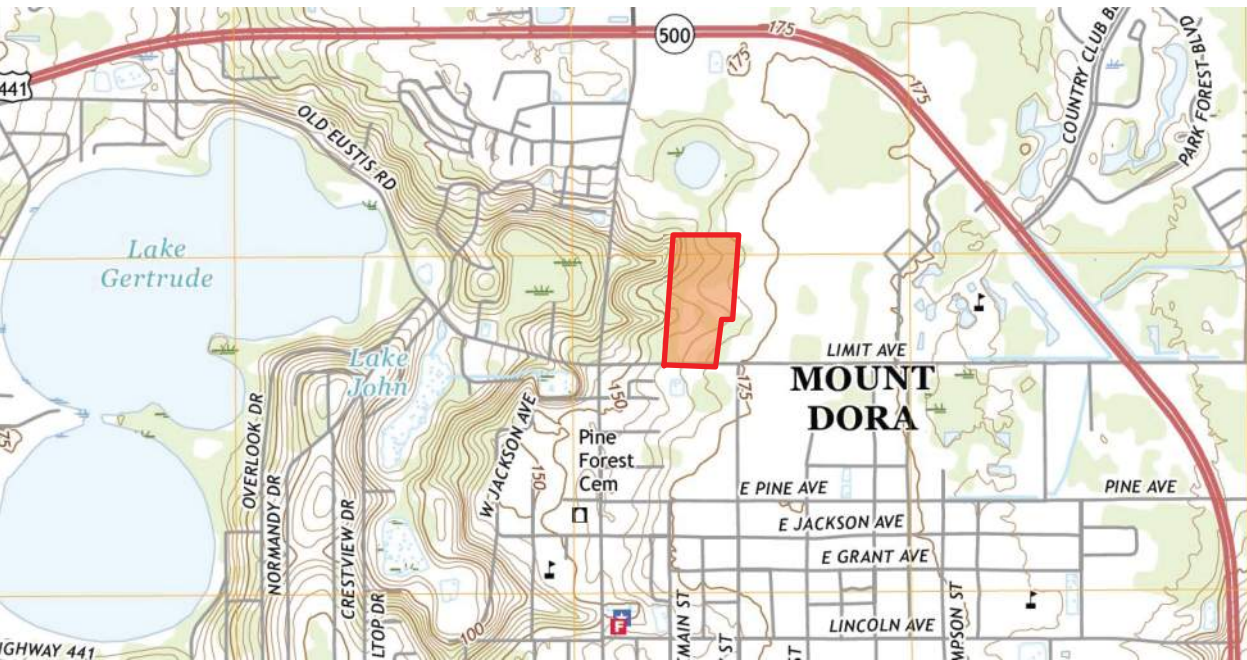
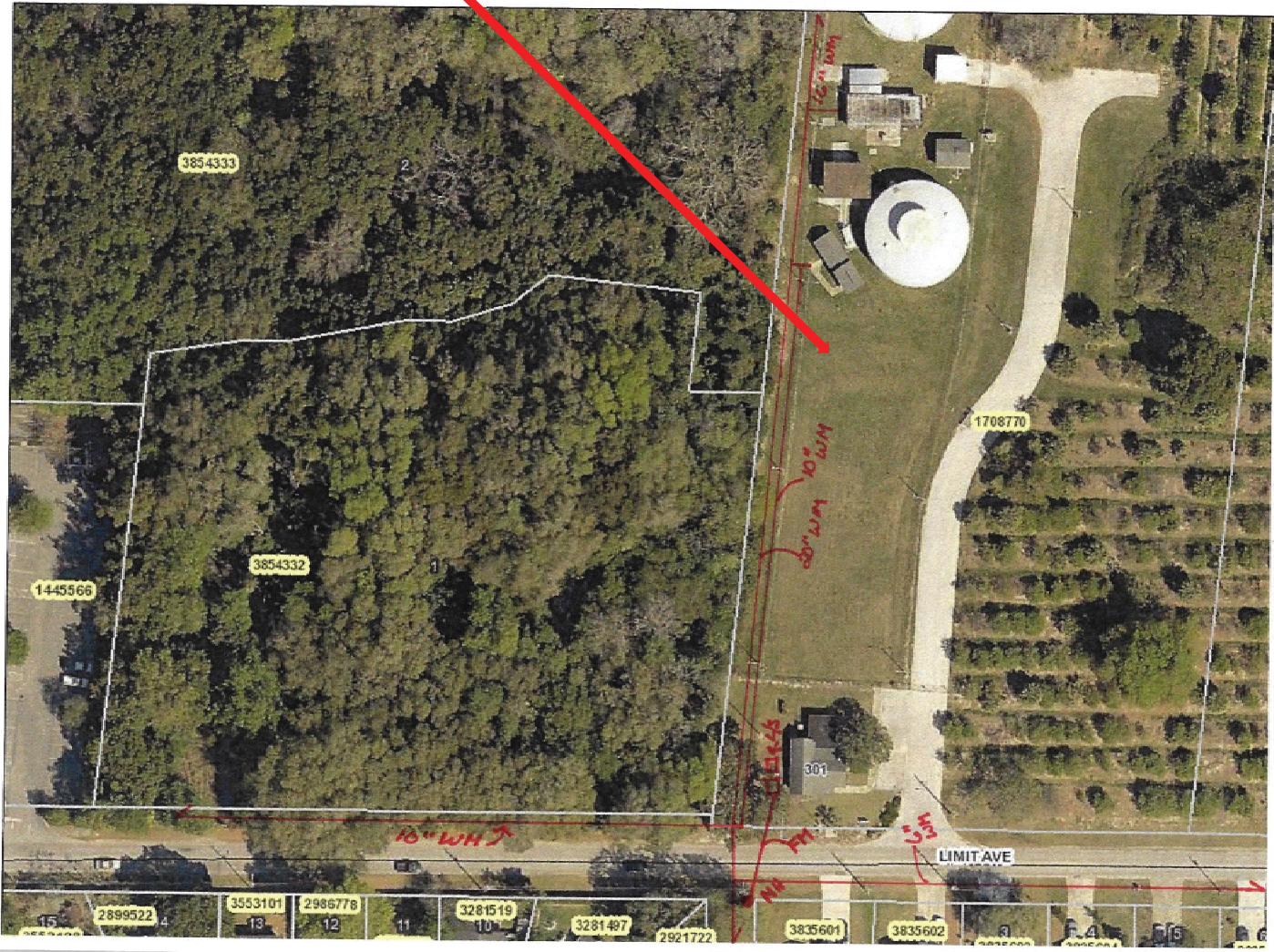


Exhibit E: Conceptual Site Plan



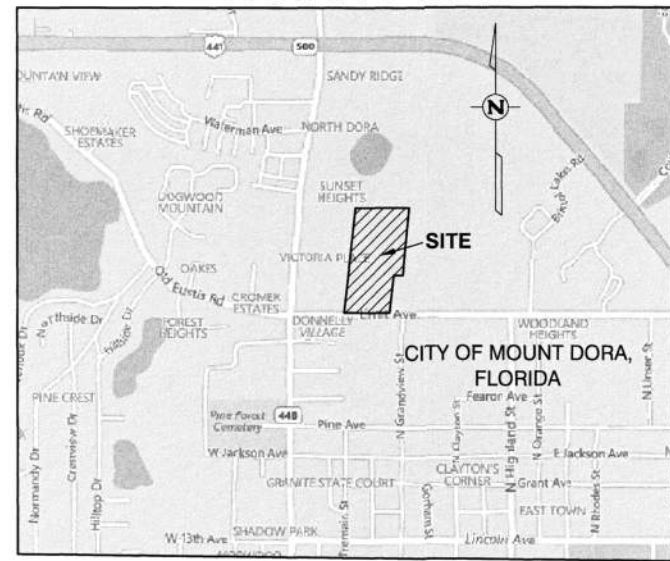
Exhibit F: City of Mount Dora Utility Atlas

Project Location



BOUNDARY, TOPOGRAPHIC AND TREE SURVEY

VICINITY MAP



SCALE: 1" = 1000'

PORTIONS OF ORIGINAL
WATER TREATMENT PLANT
ALTERNATE KEY 1708770
SEE SURVEY NOTE BELOW

LEGAL DESCRIPTION:

ALTERNATE KEY 1708770

ORB 1283, PG 2053

BEGIN AT THE SOUTH-WEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH ALONG THE WEST LINE OF SECTION 20, 25+ FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE AND THE POINT OF BEGINNING (P.O.B.), THENCE CONTINUE NORTH 6 DEG. EAST ALONG SAID WEST SECTION LINE 400 FEET; THENCE RUN EAST 25 FEET; THENCE RUN SOUTH 6 DEG. WEST, PARALLEL WITH THE WEST LINE OF SECTION 20, 75 FEET; THENCE RUN EAST 110 FEET; THENCE RUN NORTH 6 DEG. EAST 175 FEET; THENCE RUN WEST 10 FEET; THENCE NORTH 6 DEG. EAST 400 FEET; THENCE RUN WEST 100 FEET; THENCE RUN SOUTH 6 DEG. WEST 400 FEET; THENCE RUN WEST 25 FEET TO A POINT ON THE WEST LINE OF SECTION 20; THENCE RUN NORTH 6 DEG. EAST ALONG SAID SECTION LINE 796+ FEET TO THE NORTH-WEST CORNER OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 20, A POINT ALSO BEING 24 FEET SOUTH OF THE SOUTH-WEST CORNER OF TRACT K, SUNSET HEIGHTS SUBDIVISION, PLAT BOOK 3, PAGE 34; THENCE RUN EAST ALONG THE NORTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 20, 330 FEET; THENCE RUN SOUTH 6 DEG. WEST 1296+ FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF LIMIT AVENUE; THENCE RUN WEST ALONG SAID NORTHERLY RIGHT OF WAY 330+ FEET TO THE P.O.B. ALL BEING IN LAKE COUNTY, FLORIDA.

RESERVING UNTO THE GRANTOR A PERSONAL, NON ASSIGNABLE EASEMENT FOR INGRESS AND EGRESS OVER THE WEST TWENTY-FIVE (25) FEET OF THE ABOVE DESCRIBED PROPERTY, SUBJECT TO THE RIGHT OF THE GRANTEE TO MAINTAIN A GATE AT BOTH THE NORTH AND SOUTH ENDS THEREOF. THIS EASEMENT SHALL AUTOMATICALLY TERMINATE UPON THE GRANTORS SALE OR TRANSFER OF THE GRANTORS PROPERTY LYING NORTH OF AND ADJACENT TO THE ABOVE DESCRIBED PROPERTY, OR UPON DISCONTINUANCE OF THE ADJACENT PROPERTY FOR AGRICULTURAL PURPOSES, WHICHEVER EVENT FIRST OCCURS.

DB 140, PG 172 TOWN OF MOUNT DORA, CIRCA 1927

COMMENCING 425 FEET NORTH OF THE SOUTH-WEST CORNER OF SECTION 20, TOWNSHIP 19, RANGE 27 EAST RUN EAST 125 FEET, THENCE NORTH 100 FEET, THENCE WEST 125 FEET, THENCE SOUTH 100 FEET, TO PLACE OF BEGINNING, 25 FEET ON WEST SIDE OF LOT TO BE USED FOR STREET PURPOSES.

DB 180, PG 39 TOWN OF MOUNT DORA, CIRCA 1958

FROM SW CORNER OF SEC. 20, TP. 19 S., R. 27 E., RUN N. 6° E. ALONG SECTION LINE 350 FEET TO P.O.B., THENCE EAST 125 FEET, THENCE N. 6° E. 75 FEET, THENCE WEST 125 FEET TO SECTION LINE, THENCE S. 6° W. ALONG SECTION LINE 75 FEET TO THE P.O.B. LESS THE WEST 25 FEET THEREOF FOR ROADWAY.

DB 180, PG 85 TOWN OF MOUNT DORA, CIRCA 1939

FROM SOUTH-WEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 6 DEGREES EAST ALONG SECTION LINE 350 FEET, EAST 125 FEET TO POINT OF BEGINNING, RUN THENCE NORTH 6 DEGREES EAST 175 FEET; EAST 10 FEET, SOUTH 6 DEGREES WEST 175 FEET, AND THENCE WEST 10 FEET TO THE POINT OF BEGINNING.

DB 332, PGS 309-310 TOWN OF MOUNT DORA, CIRCA 1953

FROM THE S.W. CORNER OF SECTION 20, TOWNSHIP 19 SOUTH OF RANGE 27 EAST, RUN NORTH 6° 00' EAST 525 FEET, EAST 25 FEET FOR POINT OF BEGINNING, THENCE EAST 100 FEET, NORTH 6° 00' EAST 400 FEET, WEST 100 FEET, SOUTH 6° 00' WEST 400 FEET TO POINT OF BEGINNING.

ALTERNATE KEY 3911655

ORB 5311, PGS 1181-1183

THAT PORTION OF LAND LYING IN THE WEST 1/2 OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH-WEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE N 06°13'21" E. ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID, NORTHERLY RIGHT OF WAY LINE LYING 25.00 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SAID SECTION 20; THENCE S 89°43'36" E. ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF THAT LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1283, PAGE 2053, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN THENCE N 06°12'45" E. ALONG THE EAST LINE OF SAID LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1283, PAGE 2053, A DISTANCE OF 1261.96 FEET TO THE NORTHEAST CORNER OF SAID LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1283, PAGE 2053, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SAID SECTION 20; THENCE N 89°55'08" E. ALONG SAID NORTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4, A DISTANCE OF 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTH-WEST 1/4 OF SAID SECTION 20; THENCE S 05°14'23" W. ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4, A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475.00 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SAID SECTION 20, THENCE N 89°43'36" W. PARALLEL WITH AND 475.00 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4, A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215.00 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF THE LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1283, PAGE 2053, THENCE S 06°12'45" W. PARALLEL WITH AND 215.00 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF THE LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1283, PAGE 2053, A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE; THENCE N 89°43'46" W. ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE:

IN THE YEAR 1994 THE OFFICE OF FARNER BARLEY AND ASSOCIATES, WAS HIRED BY THE CITY OF MOUNT DORA TO SURVEY AND PREPARE A DESCRIPTION FOR PROPERTY BEING PURCHASED FROM MOUNT DORA GROVES COMPANY, A FLORIDA CORPORATION. AS PART OF THE SAID 1994 SURVEY THE NEW DESCRIPTION TRAVERSED AROUND THE BOUNDARY OF THE EXISTING WATER TREATMENT PLANT. CURRENTLY, WHEN INFORMATION FOR ALTERNATE KEY 1708770 IS REQUESTED ONLY THAT PROPERTY PURCHASED FROM MOUNT DORA GROVES CONTAINED IN OFFICIAL RECORDS BOOK 1283, PAGE 2053, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IS AVAILABLE. THIS SURVEYOR RECOMMENDS TO THE CITY OF MOUNT DORA THAT A NEW DESCRIPTION OF THE OLDER WATER TREATMENT PLANT PROPERLY BE PREPARED AND THAT A NEWER UPDATED DEED BE FILED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PRIMARY BENCHMARK 11 91 GPS5

N: 1632759.5300
E: 449976.6200
LAT: N028° 49' 25.4736"
LONG: W081° 38' 38.1426"
SCALE: 0.99998990
CONVERGENCE: -000° 18' 37.65"

BENCHMARK #1

N: 1629617.3952
E: 450327.6564
LAT: N028° 48' 54.3844"
LONG: W081° 38' 34.0052"
SCALE: 0.99998973
CONVERGENCE: -000° 18' 35.35"

BENCHMARK #2

N: 1629655.3897
E: 450461.0405
LAT: N028° 48' 54.8825"
LONG: W081° 38' 32.5088"
SCALE: 0.99998967
CONVERGENCE: -000° 18' 34.64"

GENERAL NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- THE PURPOSE OF THIS SURVEY IS LOCATE THE BOUNDARY, IMPROVEMENTS, RIGHT OF WAY AND SHOW ELEVATIONS, CONTOURS AND TREES ON ALTERNATE KEYS 1708770 AND 3911655 IN SECTION 20-19-27. SURVEY ORDERED BY PAUL LAHR, CITY OF MOUNT DORA.
- BEARINGS AND COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE 8011 BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS FURTHER BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT STATE PLANE COORDINATE SYSTEM (SPSC 83-2011). BASED ON COORDINATE REFERENCE THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTH-WEST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 20-19-27 AS BEING N 89°43'36" W. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
- EXCEPT AS SHOWN HEREON, ADJOINING RIGHTS OF WAY, SUBDIVISIONS AND PARCELS WERE NOT SURVEYED TO DETERMINE IF THESE PROPERTIES HAVE GAPS OR OVERLAPS OR TO ACCURATELY POSITION THE BOUNDARY LINES OF SAID PROPERTIES SHOWN HEREON. THE POSITION OF SAID ADJOINING PROPERTIES IS APPROXIMATE. RECORDING DATA FOR ADJOINING PROPERTIES IS BASED ON INFORMATION PROVIDED BY A SEARCH OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE AREA TO BE SURVEYED (ALTERNATE KEY 1708770 AND 3911655) WAS SUPPLIED BY THE CLIENT AND THE LEGAL DESCRIPTIONS OF THE ORIGINAL DEEDS WERE OBTAINED BY A SEARCH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE RESEARCH AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
- ONLY THOSE UTILITIES SHOWN HEREON THAT WERE VISIBLE AT THE TIME OF THE SURVEY WERE LOCATED, UNLESS OTHERWISE NOTED. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND UTILITIES. AN ASCE QUALITY A OR B DESIGNATION WILL BE NECESSARY BEFORE ANY ON SITE WORK TAKES PLACE. CONTACT SUNSHINE ONE CALL AT 811 FOR FURTHER INFORMATION.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP: 12059C0317E, COMMUNITY PANEL NUMBER: 120138 EFFECTIVE DATE: DECEMBER 18, 2012.
- THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED, BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
- THE DIGITAL DRAWING COMPRISING THIS SURVEY WAS PREPARED WITH AUTOCAD CIVIL 3D 2019.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
- THE SCOPE OF THE SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
- OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.
- THIS SURVEY CONTAINS 5 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT ALL SHEETS.

LEGEND

ABBREVIATIONS:

ACAD	AUTOCAD	IR	IRON ROD
ALT	AIR CONDITIONER PAD	IRC	IRON ROD & CAP
BOC	BACK OF CURB	LAT	LATITUDE
BFP	BACKFLOW PREVENTER	LNG	LONGITUDE
(C)	CALCULATED	LB	LICENSED BUSINESS
(CB)	CATCH BASIN	(M)	MEASURED
CCR	CERTIFIED CORNER RECORD	ND	NAIL & DISK
CONC	CONCRETE	N.T.S.	NOT TO SCALE
CR	CONCRETE BLOCK	ORB	OFFICIAL RECORDS BOOK
CM	CONCRETE MONUMENT	O.P.U.S.	ONLINE POSITIONING USER SERVICE
DB	DEED BOOK	PG(S)	PAGE(S)
(D)	DESCRIBED	PLAT	PLAT BOOK
EOP	EDGE OF PAVEMENT	POB	POINT OF BEGINNING
FND	FOUND	POC	POINT OF COMMENCEMENT
FFE	FINISHED FLOOR ELEVATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FLO	FIELD	PVC	POLYVINYLCHLORIDE
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION	RCF	REINFORCED CONCRETE PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	R/W	RIGHT OF WAY
FIRM	FLOOD INSURANCE RATE MAP	SEC	SECTION
ID	IDENTIFICATION	SQ. FT.	SQUARE FEET
INV	INVERT	(TYP.)	TYPICAL
IP	IRON PIPE	W	WITH

SYMBOLS:

●	BOLLARD	⚡	WOOD POWER POLE
□	CATCH BASIN (INLET)	⚡	POWER POLE (CONCRETE)
⊞	CATEGORY 5 CABLE JUNCTION	⚡	POWER POLE W/UGHT (CONCRETE)
⊞	CENTERLINE	●	SET 5/8" IRON ROD & CAP (LB 7514)
⊞	ELECTRIC JUNCTION BOX	+	SIGN
⊞	ELECTRIC METER	⚡	SPIGOT
⚡	FIRE HYDRANT	⊞	STORM MANHOLE
⊞	FOUND CONCRETE MONUMENT (AS NOTED)	⊞	TELEPHONE JUNCTION BOX
⊞	FOUND IRON ROD (OR AS NOTED)	⊞	TREE SYMBOL, TYPE AND SIZE (AT BREAST HEIGHT)
⊞	FOUND NAIL AND DISC (AS NOTED)	⊞	WATER METER
⊞	GAS MARKER	⊞	WATER VALVE
⊞	GATE VALVE	⊞	WATER VALVE (RECLAIMED)
⊞	GUY WIRE	⊞	UNKNOWN WATER UTILITY
⊞	LIGHT POLE	⊞	WELL
⊞	MAILBOX		

LINETYPES:

---	OVERHEAD UTILITY LINE	---	STORM DRAIN LINE
---	FENCE LINE (TYPE AS NOTED)	---	TOE OF SLOPE
---		---	TOP OF BANK

CERTIFIED TO:
CITY OF MOUNT DORA

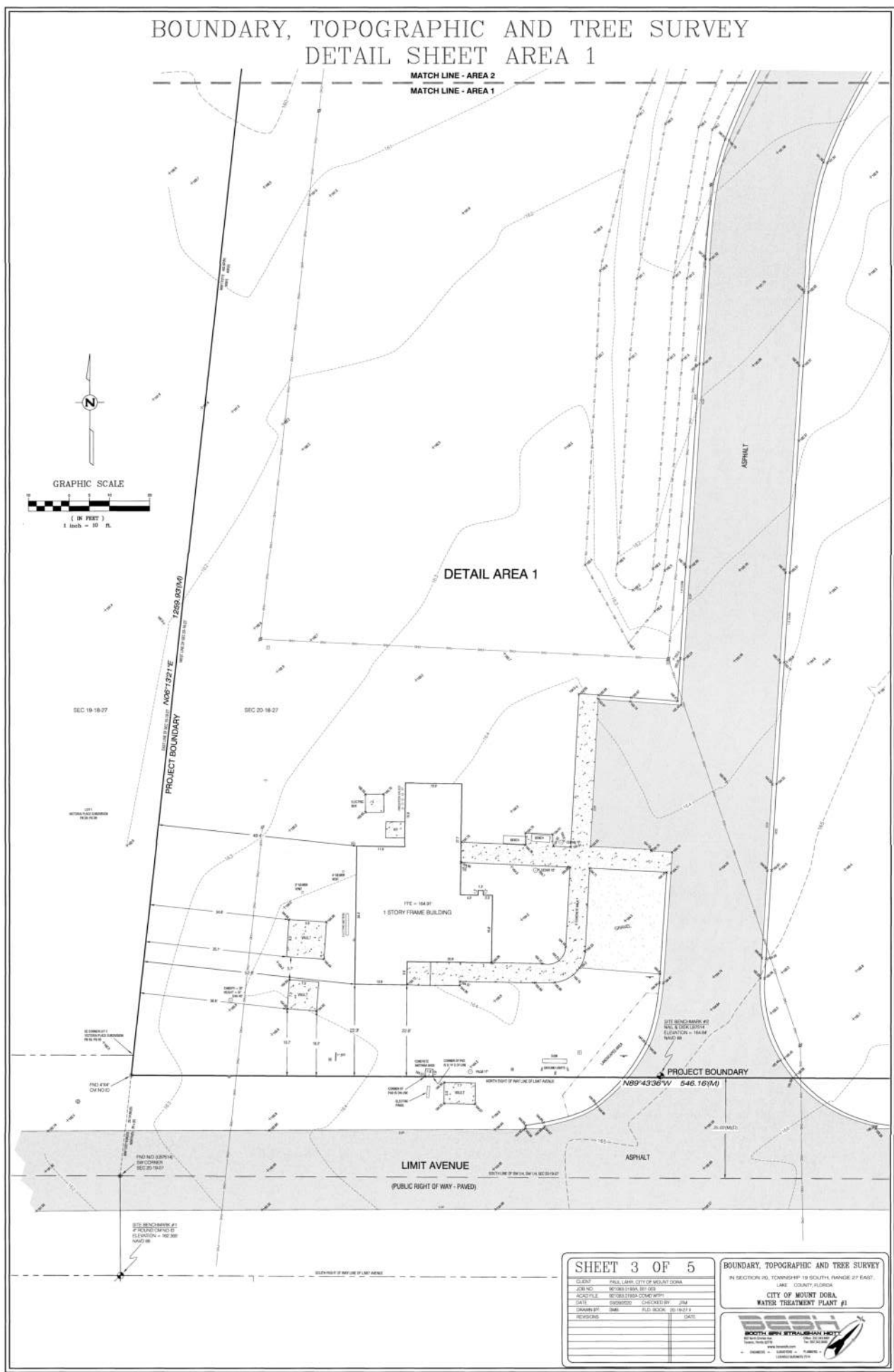
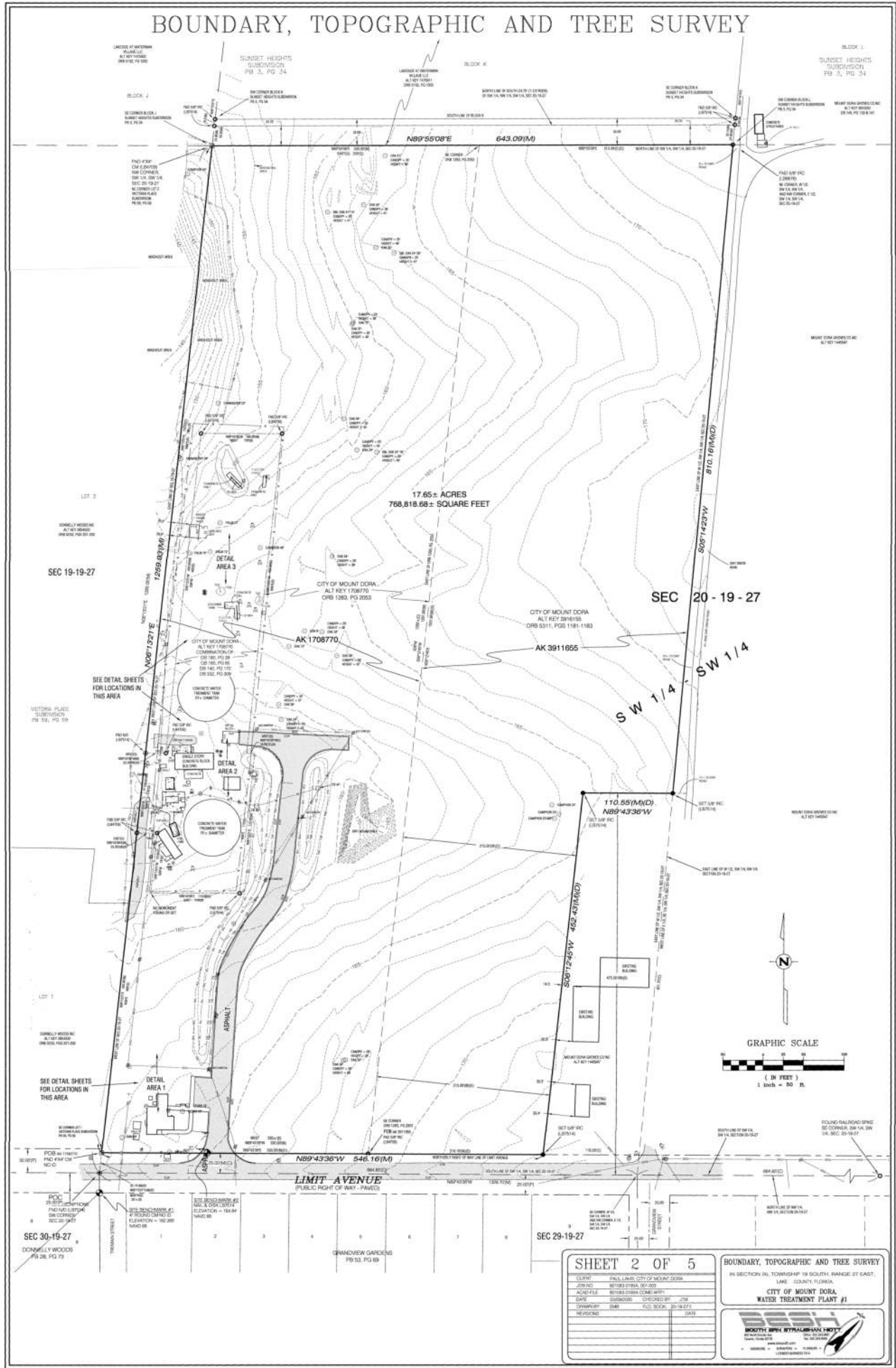


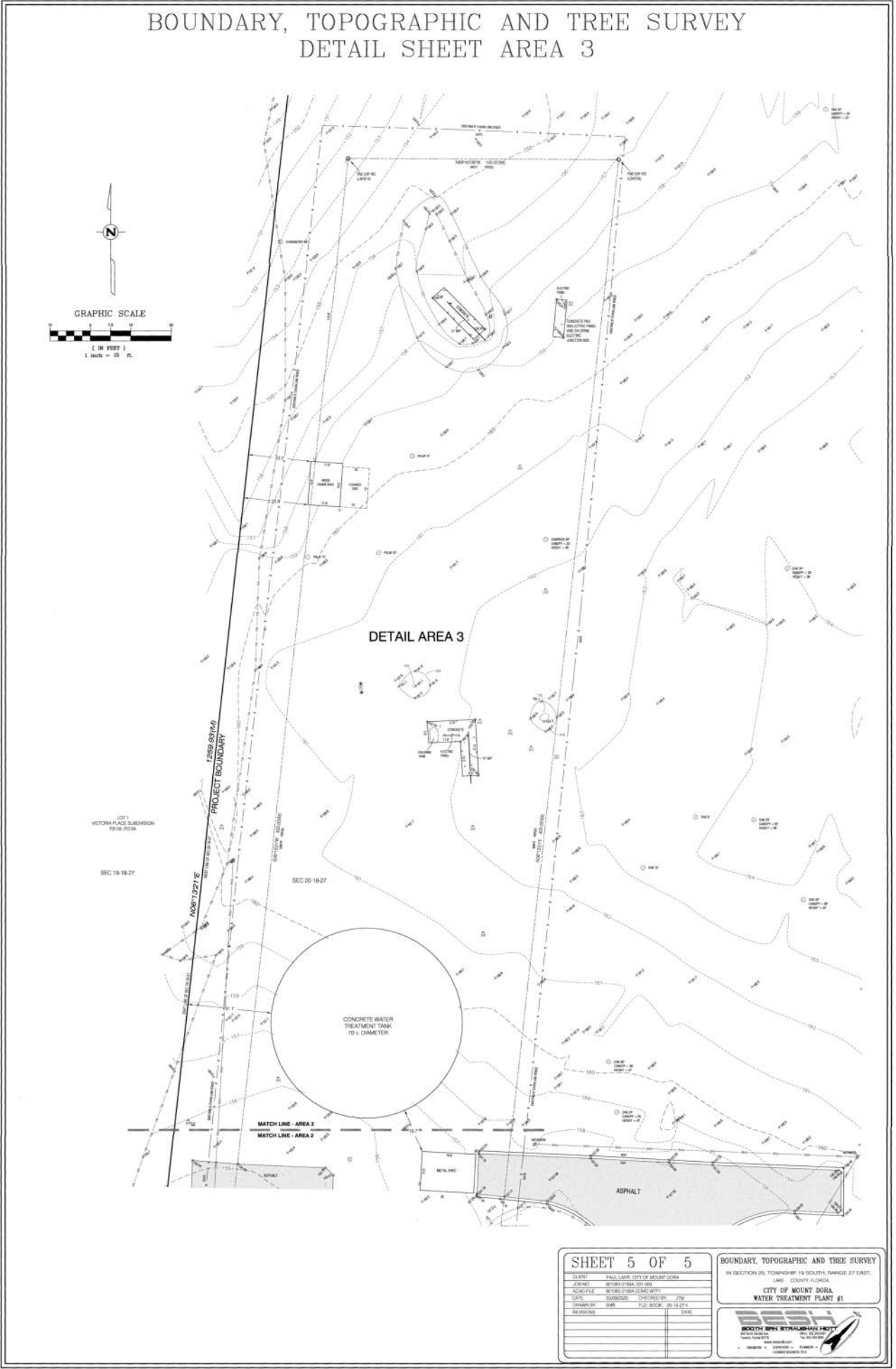
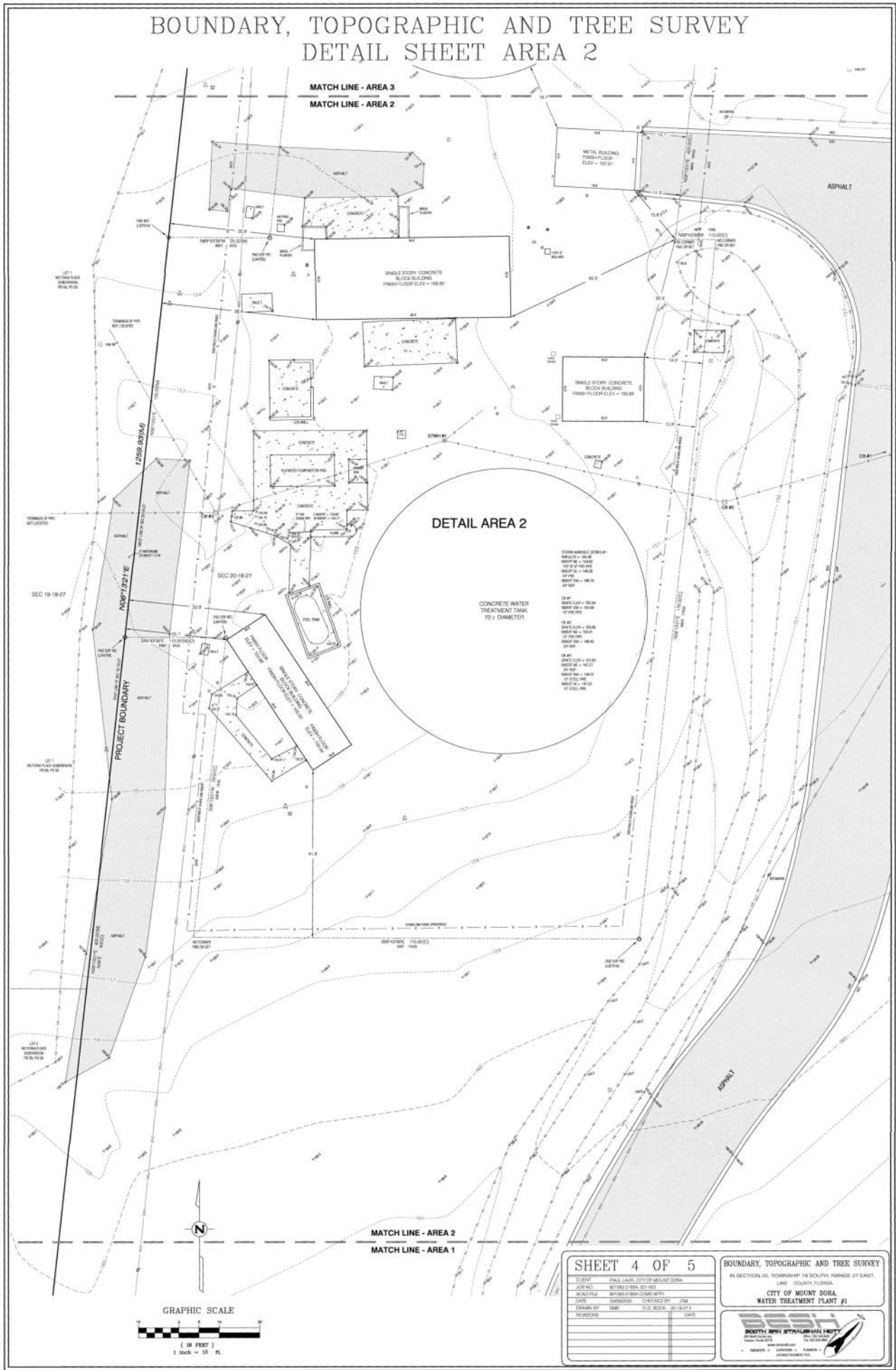
DATE: 4/07/2020
JOHN T. MCGLOTHORN, PROFESSIONAL SURVEYOR & MAPPER, FLORIDA
REGISTRATION NO. 6025

SHEET 1 OF 5	
CLIENT	PAUL LAHR, CITY OF MOUNT DORA
JOB NO.	921083.0193A.001-003
ACAD FILE	921083.0193A.COMD.WTP1
DATE	03/08/2020
CHECKED BY	JTM
DRAWN BY	SMB
FLD. BOOK	20-19-27 II
REVISIONS	
	DATE

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY
IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
LAKE COUNTY, FLORIDA
CITY OF MOUNT DORA,
WATER TREATMENT PLANT #1









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CONSTRUCTION GROUP





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STRUCTURAL ENGINEERS
Orlando • Boca Raton

**AMENDMENT 3 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN CITY OF MOUNT DORA AND ADG, INC.**

THIS AMENDMENT 3 is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757 (City), and Architects Design Group/ADG Inc., 333 N. Knowles Avenue, Winter Park, Florida 32789 (Consultant).

WHEREAS, on November 5, 2019, the parties entered into a Professional Services Agreement, approved through Resolution 2019-14, for the provision of architectural design services related to the design of City Fire Stations and Associated Facilities, which was amended on December 15, 2020 (Amendment 1), and amended again on June 1, 2021 (Amendment 2), collectively referred to herein as “Agreement”; and

WHEREAS, the parties have determined that it is in their mutual best interest to further amend the Agreement related to professional services to be provided for Fire Station 34.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant agree as follows:

1. Article 2.00 of the Agreement is hereby amended as follows:

ARTICLE 2.00. – SCOPE OF PROFESSIONAL SERVICES

*PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached to the Agreement as Exhibit “A” is hereby further amended to include the services set forth in **Exhibit “A”** attached hereto. The services set forth in **Exhibit “A”** attached hereto shall represent the services to be completed by Consultant related to Phase II - Fire Station 34. The City shall cooperate with the Consultant pertaining to the matters pertaining to Fire Station 34 as set forth in **Exhibit “B”** attached hereto*

2. Article 4.00 of the Agreement is hereby amended as follows:

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

4.06 ADDITIONAL SERVICES

*ADDITIONAL SERVICES attached to the Agreement as Exhibit “B” is hereby amended to include the Additional Services set forth in **Exhibit “C”** attached hereto. The services set forth in **Exhibit “C”** attached hereto shall represent the services to be completed by the sub-consultants of Consultant related to Phase II - Fire Station 34.*

4.08 USE OF SUB-CONSULTANTS

The approved list of sub-consultants attached to the Agreement as Exhibit “C” is hereby amended to include:

Landscape Architectural Services:

Kimley Horn, Inc.

12740 Gran Bay Parkway West, Suite 2350

Jacksonville, Florida 32258

Structural Engineering – Site Elements:
BBM Structural Engineers

3. Article 6.00 of the Agreement is hereby amended as follows:

ARTICLE 6.00 – COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

In addition to the schedule of fees included in Exhibit “D” to the Agreement, where industry standard permits, Consultant may base its fees on the Florida Department of Management Services Fee Guide Calculator for AE Services which is in effect at the time the estimated Guaranteed Maximum Price is established for the purpose of determining such fees.

*PROFESSIONAL FEE ALLOCATION attached to the Agreement as Exhibit “D” is hereby amended to include the fees set forth in **Exhibit “D”** attached hereto. Such fees represent compensation due to the Consultant for the changes to the Scope of Professional Services and the Additional Services to be completed by the Consultant and its sub-consultants related to Phase II - Fire Station 34.*

4. Article 8.00 of the Agreement is hereby amended as follows:

ARTICLE 8.00 – TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

*PROJECT SCHEDULE attached to the Agreement as Exhibit “E” is hereby amended to include the schedule set forth in **Exhibit “E”** attached hereto. The services set forth in **Exhibit “E”** attached hereto shall represent the services completed by the Consultant and its sub-consultants related to Phase II - Fire Station 34.*

5. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 3 and the Agreement between the parties, this Amendment 3 shall prevail.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST, MAYOR

ATTEST:

Jessica Burnham, City Clerk

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen, City Attorney

ARCHITECTS DESIGN GROUP/ADG,
INC.

Susan C. Gantt
Print: SUSAN C. GANTT

Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Susan C. Gantt, as Sr. Vice President, of ADG, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 12th day of October, 2021.

(stamp)

Nicole M. Hevia
NOTARY PUBLIC, State of Florida



EXHIBIT "A"

Scope of Services – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

Page 1

General Description:

The project, and related Scope of Services, is generally described as Design / Engineering for the following project:

- **Mount Dora Fire Station No. 34**
- **Fire Administration Offices**
- **Emergency Operations Center**
- **Related Site Improvements**

The design will be based on the approved Phase I concept design of a single story, 17,332 square foot, 3-bay Fire Station facility on an approximately 8.5 acres of a 17 acre site. The site shall be divided between a public access & parking area and a secure areas for staff parking and apparatus return to the station. This Phase of Services are herein identified as follows:

1. Project Kick-Off:

- 1.1 The Architect and Consultant Engineering team shall participate in an initial meeting for Phase II activities, with city's Project Management Team, and any other stakeholders identified by the City, to review the proposed project and to establish project schedules for the remaining design, engineering and construction administration tasks.

2. Phase II: Basic Architectural and Engineering Services:

The Architect's Basic Services consist of those described in this phase and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this phase are Supplemental or Additional Services.

2.1. Schematic Design Phase:

- Based on the Project requirements agreed upon with the Owner under Phase I conceptual design & programming activities, the Architect shall prepare and present, for the Owner's approval, Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, updated building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- The Architect shall submit the Schematic Design Documents in PDF electronic format to the Owner, and request the Owner's review and approval.

EXHIBIT “A”

Scope of Services – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

Page 2

- The Architect shall assist the Owner’s Construction Manager at Risk in preparing a Schematic Design Estimate of Probable Development Cost that will identify site development costs, building construction costs, preliminary technology needs costs, and project-specific “soft costs” for the County’s budgetary consideration. The ADG team will assist in providing estimating packages so that the CMAR can confirm that the project remains in compliance with the County's budget.
- Should the cost of the design exceed the Owner’s approved construction budget (based upon Wharton Smith’s Concept Design cost estimate, dated September 17, 2021), the ADG Design Team shall adjust the design of the project to conform to the project construction budget.

2.2. Design Development Phase:

- Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- The Construction Manager shall update the estimate of probable development costs, based on the architect’s design documentation.
- The Architect shall submit the Design Development Documents in PDF electronic format to the Owner, and request the Construction Manager at Risk to advise the Owner of any adjustments to the estimate of the Cost of the Work, including the necessary adjustments to bring the project within budget, and request the Owner’s approval.

2.3. Construction Documents Phase:

- Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including

Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.

- The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- During the development of the Construction Documents, the Architect shall assist the Owner and CMAR in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding to sub-contractors and suppliers, including bidding or proposal forms. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications.
- The Architect shall assist the CMAR in updating the estimate for the Cost of the Work.
- The Architect shall submit the Construction Documents in PDF electronic format to the Owner and request the Owner's approval.
- The Architect will prepare and distribute meeting notes and incorporate the Owner's comments into the final submittal package. A comment/response letter to the Owner's comments will be submitted to ensure the Owner's comments from the review have been addressed. The final submittal package will be prepared and submitted to the Owner. The submittal will include signed and sealed drawings and technical specifications and other information necessary for permitting purposes. Hard copy submittal packages and/or electronic submittals will be provided, which will be used by the Construction Manager at Risk for permitting purposes. The Construction Manager at Risk shall provide for distribution of documents to all sub-contractors.

2.4. Guaranteed Maximum Price (GMP) Coordination

- Following the Owner's approval of the Construction Documents, the Architect shall assist the Construction Manager at Risk, Wharton Smith, Inc. with any Request for Information (RFI) or document clarifications as they obtain bids from sub-contractors and prepare their final Guaranteed Maximum Price (GMP) for the construction of the project.
- The design criteria for the project shall be the current Florida Building Code at the time of permitting, Chapter 16, Structural Design, Risk Category IV for Essential Facilities, ASCE 7-16, and local ordinances adopted for Mount Dora, Florida.

2.5. Construction Administration Services

- The Architect shall assist the City with the coordination of the construction process, working closely with the County's selected Construction Manager at Risk. Services shall include reviews of the proposed construction schedule, providing responses to submitted RFI's (requests for information), reviewing submittals for compliance with the contract documents, reviewing pay applications, and providing a complete

EXHIBIT “A”

Scope of Services – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

Page 4

facility review to develop a punch list of items to be addressed prior to the issuance of a substantial completion certificate, followed by a final facility review and final completions report.

EXHIBIT "B"

Information Requested – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

Page 1

The information that Architects Design Group (ADG) would need from the city of Mount Dora in order to complete this project include:

1. The City shall submit to the architect, any existing documentation relative to the proposed site that has been previously identified and investigated; including, but not limited to:
 - 1.1. Aerial maps (completed under Phase I activities)
 - 1.2. Topographic survey (completed under Phase I activities)
 - 1.3. Geotechnical Studies (completed under Phase I activities)
2. The City or the City's selected Construction Manager at Risk, Wharton Smith, shall provide to the architect any required permitting or communication forms to be utilized during the bidding, permitting and construction administration of the project, and shall provide for the printing of the plans and contract documents for those purposes. However, the architect and engineers for the project shall provide all electronic information required related to the construction documents.
3. The City is to make available to the architect any existing land development regulations that the Design Team will need to comply with. (This has been done under Phase I activities).
4. Should it become necessary, the City is to provide for activities related to re-zoning of the project, based upon the City of Mount Dora requirements. The architectural & engineering design team shall provide any required design documents for this process, as determined by the City.

Additional Services – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

Page 1

1. Additional Services:

The list below indicates professional services that are recommended to be added to the contract in order to have a complete design of the project. These services are in addition to basic services.

1.1. Civil Engineering:

On site Civil engineering services shall be provided by a Florida registered engineer. Services include stormwater design, grading & paving, utility distribution, etc. Engineering design shall be based upon the accepted Master Site Plan. The fees for these engineering services shall be as noted in Exhibit "D", and as indicated in the attached consultant proposal of from AVCON, Inc.

1.2. Landscape Architectural Services:

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan and City landscape regulations. The fees for these design services shall be as noted in Exhibit "D", and indicated in the attached consultant proposal from Kimley Horn.

1.3. Geotechnical Testing and Engineering Services:

To be provided by the City's Geotechnical Consultant. The purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. These services will be completed based upon the accepted site plan layout, and the testing locations recommended by the civil engineer, landscape architect, structural engineer and architect.

1.4. Voice/Data & Audio-Visual Consultant:

The Architect has obtained the services of a firm with expertise in audio-visual & communications systems. The fee and Scope are as noted in Exhibit "D", and as indicated in the attached consultant proposal from TLC Engineering Solutions.

1.5. Security Consultant:

The Architect has obtained the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee and scope are as noted in Exhibit "D", and as indicated in the attached consultant proposal from TLC Engineering Solutions.

1.6. Site Element Structural Engineering:

The Architect has obtained the services of a qualified Structural Engineer for services related to miscellaneous site elements, such as dumpster enclosures, flag pole foundations, retaining walls, covered walkways and central utility plant enclosures. The professional fee and scope are as noted in Exhibit "D", and as indicated in the attached consultant proposal from BBM Structural Engineers.

1.7. Site Electrical Lighting & Engineering Design:

The Architect has obtained the services of a qualified Electrical Engineer for services related to miscellaneous site lighting and electrical support for site security elements, such as access

EXHIBIT “C”

Additional Services – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

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controlled gates, power pedestals, flag pole lighting, etc. The professional fee and scope are as noted in Exhibit “D”, and as indicated in the attached consultant proposal from SGM Engineering.

1.8. **Interior Designer:**

The Architect has obtained the services of a qualified Interior Design Professional to direct and coordinate the design of finishes & fixtures for the project. This includes creating finish schedules, floor plans, interior elevations & details indicating placement of materials, fixtures and equipment. The professional fee and scope are as noted in Exhibit “D”.

1.9. **Professional Liability Insurance:**

The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$2,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to .6% of the total Architectural and Engineering fee, excluding fees for the Master Planning, Preliminary Site Analysis, and Reimbursable Expense Allowance. The Professional Compensation Fees for these services shall be as noted in Exhibit “D”.

2. **Excluded Services:**

- 2.1. Off-Site Civil Engineering, beyond that indicated under the Civil Engineer’s Proposal:
- 2.2. Facility Energy Analysis, beyond Florida Energy Code required analysis.
- 2.3. Facility or Site Model Computer Renderings.
- 2.4. Special Engineering for unusual site soil or geographical conditions.
- 2.5. Extended Construction Observation, beyond the construction period stipulated in the project schedule, Exhibit F.
- 2.6. Additional Construction Observation Services, in addition to on-site construction observation services beyond the bi-weekly standard services noted in this Agreement.
- 2.7. Record/Conformance Drawings.
- 2.8. Sustainable Design Concept Implementation / LEED Design.
- 2.9. Environmental Engineering.

EXHIBIT “C”

Additional Services – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

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The following pages represent the Professional Services Fee Proposals for Additional Services listed above in this Exhibit “C”

Civil Engineering: AVCON, Inc.

Landscape Architectural Services: Kimley Horn, Inc.

Voice/Data & Audio-Visual Consultant: TLC Engineering Solutions

Security Consultant: TLC Engineering Solutions.

Structural Engineering – Site Elements: BBM Structural Engineers

Electrical Site Lighting: SGM Engineering

Note: Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection are contained within the Basic Services Fee listed in Exhibit “D”. Separate proposals for these engineering services are included in this proposal.

EXHIBIT “D”

Professional Fee Allocation – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

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Fee Allocation:

The following is the professional fee allocation for the various services defined in Exhibits “A” and “C”.

1. **Summary:**

1.1	Phase II: Basic A/E Services:	\$ 707,997
1.2	Phase II: Required Additional Services:	\$ 205,680
1.3	Phase II Subtotal:.....	\$ 913,677
1.4	Phase II: Reimbursable Expenses (A/E Team – Not To Exceed):.....	\$ 20,000
1.5	Total Phase II Fees & Reimbursable Expense:.....	\$ 933,677

2. **Phase II: Basic Architectural and Engineering Services:**

The Architectural and Engineering services for the referenced project are based upon a stated total estimated construction budget of \$11,952,885, which includes approximately \$10,114,239 for building cost. Should this value change, the standard A/E services will be modified accordingly:

2.1 Basis of Fee:

Estimated Construction Value of: \$11,952,885

Less \$1,838,646 for sitework = \$10,114,239

Fees for Architecture, Structural Engineering, Mechanical, Electrical,
Plumbing and Fire Protection Engineering:

\$ 10,114,239 @ 7.00% Fee.....\$ 707,997

Schematic Design (20%).....\$ 141,599

Design Development (30%).....\$ 212,400

Construction Documents (25%).....\$ 176,999

GMP Bidding & Permitting Support to CMAR (5%) ...\$ 35,400

Construction Administration (20%).....\$ 141,599

2.2 Reimbursable Expenses Allowance (Not To Exceed)\$ 20,000

2.3 **Subtotal.....\$ 727,997**

3. **Phase II: Additional Services:**

Additional Services, consisting of a variety of tasks, are itemized and described in Exhibit “C” of this Agreement. The following is a summary of these services and their related professional fee allocation. Please note that service line items that are listed as required additional services are needed to complete the project but fall outside of the “standard A/E services” above, per the Florida Department of Management Services Professional Services Fee Calculator.

EXHIBIT “D”

Professional Fee Allocation – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

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TASK	TOTAL FEE:
<u>Additional Services:</u>	
1.1. Interior Design	\$ 33,630
1.2. Civil Engineering	\$ 104,666
1.3. Landscape Architecture	\$ 16,500
1.4. Security / Audio Visual / Data Distribution Consultant	\$ 28,600
1.5. Structural Engineering for Site Elements	\$ 2,800
1.6. Electrical Site Lighting	\$ 4,500
1.7. Interior Design	\$ 33,630
1.8. ADG Consultant Coordination for Additional Service items	\$ 9,535
Sub-Total.....	\$ 200,231
1.9. Professional Liability Insurance:	
\$ 908,228 @ .6%.....	\$ 5,449
Sub-Total – Additional Service Fees	\$ 205,680

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 03/01/2021 through 03/01/2023

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators.....	102.00/hr.
Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I)	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal	105.00/hr.
Interior Design Designer	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

Note: Any changes in the above noted hourly rates, after March 1, 2023 shall be provided to the Owner thirty (30) days prior to said date.

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [Real Estate Development and Management](#) > [Building Construction](#) > [Forms and Documents](#) > [Design Professional Fee Guidelines](#) > Fee Guide Calculator For AE Services

Fee Guide Calculator For AE Services

Instructions: Fill in probable construction cost at left and the calculations will automatically appear in the corresponding cells.

Project Name	Mount Dora Fire Station 34 / Fire Administration / EOC						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 10,114,239	7.65%	7.16%	7.83%	6.67%	6.19%	5.71%	6.97%
CALCULATED FEE	\$773,566	\$723,910	\$792,413	\$674,117	\$625,870	\$577,459	\$705,325

BLENDED 7% FEE = \$707,997.

GROUP DEFINITIONS

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- Feasibility Studies/ Analysis
- Facility Programming
- Master Planning
- Soils Investigations/Reports
- Surveys -Topographic/Boundary
 - Vegetation/Improvements/Utilities
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Toxic Substance Mitigation Surveys and Consultation
- Site Environmental Assessments
- Site DRI, PUD, Site Plan Review and/or Zoning Modifications
- Traffic Analysis and Traffic Signal Warrant Studies
- Civil Engineering Design including Paving/Grading/Utilities/Drainage/Storm-water Management/Environmental & All Site Permitting
- Existing Site Utility Infrastructure Improvements
- Site Lighting Design
- Landscape Architectural & Irrigation Design
- Specialty Consultants
 - Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
- LEED Consultation
- Graphic and Signage Design
- Special Code Reviews including ACHA
- Detailed Cost Estimates
- Documents Prepared For:
 - Alternate Bids Exceeding Contract Scope
 - Excessive Change Orders
 - Multiple Construction Contracts
 - Record Documents/As Builts
- Prolonged Construction Contract Administration Services
- Structural Threshold Inspections
- Project Representation During Construction Beyond Bi-Monthly Administration
- Additional Construction Contract
 - Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/ Models
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Reimbursable Expenses*
 - Including, but not limited to, reproduction/ printing costs, travel expenses, and special mail service expenses

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

EXHIBIT “E”

Project Schedule – Phase II

Mount Dora Fire Station No. 34 / Fire Admin. & EOC

Mount Dora, Florida

ADG Project No. 1038-19

September 24, 2021

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Schedule:

Activities will be initiated upon receipt of executed contract or contract amendment and Notice To Proceed.

1. Pre- Design Planning Phases (completed under Phase I)
 - a. Space Need programming, Site Analysis, Master Planning and Concept Design
2. Standard Architectural and Engineering 37 weeks
 - a. Schematic Design
 - Includes Owner/CM Review & Comment..... 6 weeks
 - b. Design Development
 - Includes Owner/CM Review & Comment..... 10 weeks
 - c. 60% Construction Documents
 - Includes Owner/CM Review & Comment..... 10 weeks
 - d. 90% Construction Documents 8 weeks
 - e. Final 100% Construction Documents 3 weeks
3. GMP Approval and Permitting Services..... 8 Weeks
4. Construction Services..... 13 Months
5. Total 23 Months

Note: Time Durations noted will require the agreement and timely performance of all involved entities participating in the process, including, but not limited to the following:

- Architectural and Engineering Team
- Construction Manager at Risk
- City of Mount Dora Permitting & Zoning Authorities
- City review and administrative staff



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Final Reading of Ordinance No. 2021-16, Land Development Code Amendment
– Murals

Introduction:

This is a request for City Council to approve the final and second reading of Ordinance No. 2021-16.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Public Hearing

Discussion

Council Action

Discussion:

At the direction of the City Council, Resolution No. 2018-108, adopted on July 17, 2018, and extended by Resolution 2020-103 on July 7, 2020, created a Special Code Advisory Committee. Seven member appointments included the following: Planning staff, Building staff, Code Compliance staff, Planning and Zoning Commission member, Historic Preservation Board member, Public Arts Commission member, and citizens. The committee's second task, following the sign code updates, started December 2020 was to draft a mural ordinance. The committee deliberated from December 2020 through June 2021 and developed the attached amendments to the Land Development Code - Murals. In addition, Attachment "1" is the draft application that outlines the permit review checklist and procedures (informational). Final legal advertisement for the adoption hearing is included in Attachment #2.

Proposed murals that are located in commercial or residential areas follow specific criteria related to the design, placement, location, size, type of materials, and maintenance. Mural requests begin with the Planning and Development Department, then are forwarded to

applicable City Departments for review depending upon the nature of the application. If the mural is located within the historic preservation area, the mural request is forwarded to the City's Historic Preservation Board (HPB) for review and recommendation. Applications are being considered by the City's Public Arts Commission for final action and issuance of a mural permit.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on September 21, 2021, recommended approval of First Reading of Ordinance 2020-16 and hold hearing for Second Reading and Final Adoption.

The Historic Preservation Board (HPB) at their regularly scheduled meeting held on August 25, 2021, was provided a summary by planning staff and presentation of the proposed Amendments to the Land Development Code – Murals.

The Public Arts Commission (PAC) at their regularly scheduled meeting held on August 24, 2021, was provided a summary by planning staff and presentation of the proposed Amendments to the Land Development Code – Murals.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on July 21, 2021, was provided a summary by planning staff and presentation of the proposed Amendments to the Land Development Code – Murals. No formal action was taken by the PZC members.

The Development Review Committee (DRC) reviewed and provided comments on June 30, 2021, on the proposed Amendments to the Land Development Code – Murals.

The Special Code Advisory Committee at their regularly scheduled meeting held on June 17, 2021, recommends approval (vote 6-0. One member was absent) of the proposed Amendments to the City's Land Development Code – Murals.

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for MDCO Amendment costs are estimated at \$1,500 to be funded under FY21-22 budget.

Strategic Impact:

Regulations related to design standards advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizenry of Mount Dora and are consistent with Goal 1: Economic Development.

Recommendation The City Council approve the Second Reading and Adoption of Ordinance No. 2021-16.

Attachment(s):

1. Attachment 1 Mural Draft Application (ADA)
2. Attachment 2 Legal Ad Publication
3. Ordinance 2021-16 LDC Mural (Final).SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 10/12/2021

Approved - 10/13/2021

Approved - 10/13/2021

Final Approval - 10/13/2021



**CITY OF
MOUNT
DORA**

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

E-mail: plandev@cityofmoundora.com

MURAL APPLICATION

Please complete the following (type or print clearly):

Is the Mural Located within the Historic Preservation Review Area: Yes ____ No ____

Is the Property Use of Mural: Commercial ____
Residential ____
Other ____ (List _____)

APPLICANT/PROPERTY OWNER INFORMATION:

Date: _____ Project Name: _____

1. Applicant's Name: _____

Company's Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ E-mail: _____

2. Owner's Name: _____

Company's Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ E-mail: _____

3. The property generally located and list adjacent streets: _____

4. The address(s) of the property: _____

*Mural Application
City of Mount Dora*

5. Describe any right-of-way (or sidewalks) closures during installation that apply (attach summary): _____
- _____

6. Zoning District: _____

SUBMITTAL REQUIREMENTS:

Applications to include the following items:

- ☐ Summary cover letter with description of the mural and how the proposal is consistent with the provisions of the City's Mural Ordinance.
- ☐ Specifications regarding the mural design (location, size, concept, type of paint/media, etc.).
- ☐ Clear photograph, and legible scaled drawings with a description showing location and area of the mural and character of the structure to which the mural is to be affixed.
- ☐ Drawing showing the concept and content of the mural, dimensions, construction, size, components, materials and method of attachment, as appropriate.
- ☐ Evidence of the long term maintenance plan – responsibilities of the property owner, occupant, and/or artist(s).
- ☐ Evidence of protection of existing features and as, applicable, the public and public areas.
- ☐ Other documents, drawings, images, materials, as may be required.
- ☐ City Public Works Department right-of-way permit, if applicable.
- ☐ Written signed statement of permission from property owner (notarized owner authorization letter).
- ☐ Application fee: (*Established by Separate Resolution Master Fee Schedule*).

Mural Application
City of Mount Dora

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Applicant Signature

Date

Property Owner Signature

Date

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to or affirmed and subscribed before me by means of ☐ physical presence or

☐ online notarization this _____ day of _____, 20_____, by

(Name of Person Signing)

NOTARY PUBLIC or DEPUTY CLERK

(Print, type, or stamp commissioned name of notary or clerk)

☐ Personally known or ☐ Produced identification of _____

Mural Application
City of Mount Dora

PROCEDURES AND POLICIES

1. Application Submittal Due Date: Completed application form with support documents must be submitted on or before the first Monday on any month.

***** Incomplete submittals will not be accepted*****

2. Upon receipt of a completed application, the City's Planning and Development Department shall conduct a review within thirty (30) days. The application will be forwarded to applicable City Departments for review depending upon the nature of the application. City Departments to include, but not limited to: Planning, Leisure Service, Public Works, and Building. The purpose of the review is to assure compliance with the Mural Ordinance, other Mount Dora Codes and regulations, and the ability of the artist(s) proposing the mural to produce a quality mural.
3. If applicable, the mural application will be forwarded to the City's Historic Preservation Board (HPB) at their next available meeting, after it completes the Planning and Development Department process.
4. The mural application will be forwarded to the City's Public Arts Commission for final action after it completes the Planning and Development Department and HPB process.
5. Any changes to a mural must be re-submitted to the City for review and determination as to whether the changes require new approval.
6. The City reserves the right to inspect a mural during installation and upon completion to ensure that the final product follows the approved mural application. Should it be found that the mural is not in compliance, the property owner, occupant and/or artist(s) will be notified and given thirty (30) days to correct the deficiencies. Should the necessary corrections fail to be made, the mural will be deemed out of compliance and may be removed at the expense of the property owner, occupant and/or artist(s).
7. Notice of application for mural shall be posted on the premises of the building, structure or appurtenance in a location and manner clearly visible from the street. Such notice will be posted within ten (10) working days prior to scheduling of both the Historic Preservation Board and Public Arts Commission meetings.

ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2021-16
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2021-16. The final public hearing on the ordinance will be held on Tuesday, October 19, 2021, at 5:30 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2021-16 is as follows:

ORDINANCE NO: 2021-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER VI, DESIGN STANDARDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person 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.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal): October 8, 2021

ORDINANCE NO: 2021-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER VI, DESIGN STANDARDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to its Land Development regulations; and

WHEREAS, on July 17, 2018, the City adopted Resolution No. 2018-108, which created the Special Code Advisory Committee; and

WHEREAS, the purpose of the Special Code Advisory Committee was extended on July 7, 2020, through the adoption of Resolution 2020-103, to include the creation of mural regulations; and

WHEREAS, on June 17, 2021, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Special Code Advisory Committee approved the subject mural regulations; and

WHEREAS, on September 15, 2021, the City of Mount Dora Planning and Zoning Commission approved the subject mural regulations; and

WHEREAS, the City of Mount Dora has determined that it is appropriate to update and revise its Land Development Code to include the subject mural regulations; and

WHEREAS, the City of Mount Dora has also determined that the amendments to its Land Development Code, as set forth herein, advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER VI, DESIGN STANDARDS. The City of Mount Dora Land Development Code, is hereby revised and amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 6.8 – Reserved Murals.

6.8.1 Purpose

Mural art is widely considered one of the oldest methods of artistic expression. The purpose of this Mural code is to permit and encourage murals on a content-neutral basis with certain allowable time, place and considerations. Murals comprise a unique medium of expression that serve the public interest and have purposes distinct from signs. Murals confer different benefits and can increase community identity and foster a sense of place. The goal for regulating mural art in the City of Mount Dora is to ensure a continued visual aesthetic complementing the community character while allowing for compatible artistic and creative expression in appropriate locations, in an appropriate manner and of appropriate material.

6.8.2 Definitions

For the purposes of this section, the following definitions shall apply:

Alteration: Any substantial change to a permitted mural, including but not limited to any change to the image(s), materials, colors or size. Minor changes to the permitted mural that result from maintenance or repair shall not constitute alteration. Such minor changes may include slight and unintended deviations from the original image, colors or materials that occur when the mural is repaired due to the passage of time or because of vandalism.

Commercial Elements: Any message that uses trademarks, service marks, colors or patterns, copy, lettering, symbols or other references used elsewhere in the marketplace directly related to the promotion of a specific product, business, profession, trade or service.

Graffiti: Graffiti shall mean writings, drawings, inscriptions, figures or marks of paint, ink, chalk, dye or other similar substances on public or private buildings, structures, fences/walls or places that are not authorized by the property owner or occupant or permitted by the City.

Mural: A work of visual art which is produced, tiled, painted directly upon, or affixed directly to an exterior surface, building, structure or fence/wall. Murals may contain a subject matter consistent with the theme of a business but should not contain commercial copy in conflict with sign regulations of this Code.

Façade: The exterior face of a building.

6.8.3 Permit Required

A property owner desiring to place a mural on its property shall first obtain a permit from the City. In order to obtain a permit, the property owner must submit a permit application, on the form approved by the City, and applicable application fee to the City for consideration. The application fee shall be established and revised from time to time by Resolution adopted by the City.

6.8.4 Review Criteria

Review shall be related to location, manner and materials of the Mural display in order to preserve the aesthetic appeal which the City of Mount Dora has cultivated and in order to promote appropriate visual expression. The following guidelines will be used by the City in evaluating mural applications:

1. Location

- a. Murals may be located on all façades on a structure used for residential purposes.
- b. Murals may not be located on the primary façade of a structure used for non-residential purposes. In instances where a building has two primary facades, murals may not be placed on either façade (except for façades on alleyways).
- c. No part of the mural shall be placed over life safety elements, and/or utility structures or facilities, in a way that would obscure or obstruct.
- d. If a mural is to be affixed on a historic or landmark building, or in the Historic District, the application must also be presented to the Mount Dora Historic Preservation Board for a recommendation and then presented to the Public Arts Commission for final approval.
- e. In areas with residential zoning, a mural shall not exceed 20% of the area of the facade of any structure.
- f. In areas with non-residential zoning, a mural shall not exceed 60% of the area of the facade of any structure.
- g. In both residential and non-residential zonings, a mural may occupy 100% of the area of a utility box or similar structure. 8. The mural should be appropriate within the character of the area and complement and enhance the building, architectural features, and site.
- h. No part of the mural shall exceed the height of the structure to which it is affixed.
- i. No part of the mural shall extend more than six inches from the plane of the surface upon which it is affixed.

2. Manner

- a. The artist name(s) may be incorporated into the mural but should be discreet and not exceed five percent (5%) of the design area or two (2) square feet in area, whichever is less.
- b. No mural shall be illuminated in a manner that produces a light intensity greater than 0.5 foot-candles at the property lines.
- c. Murals must be allowed under First Amendment protections to express ideology, beliefs, opinions and/or other societal images; however, these protections do not extend to the following elements that are grounds for permit denial – explicit nudity or sexually explicit conduct, obscenities, defamation, symbols denoting gang affiliations, any expression that could be deemed to be hate speech or displays so shocking that it likely would create a public safety issue by impeding the safe flow of traffic.
- d. Murals may contain limited Commercial Elements as long as they are not considered commercial copy pursuant to the sign regulations of this Code.
- e. Commercial Elements are subject to the sign regulations of this Code.
- f. Prior to Alteration of a Mural, a new Mural application must be submitted and permit issued, unless the structure and or/surface is being brought back to its original state.

3. Materials

- a. The mural should be constructed with materials designed to be resistant to weather and vandalism.
- b. Chemical or physical treatments, such as sandblasting, that may cause damage to any architectural feature, should not be used.
- c. Paint utilized should be intended for exterior use that will not corrode or compromise the integrity of the material to which it is applied.
- d. Reflective, neon and fluorescent paints shall not be used.
- e. If necessary, murals shall be coated with a topcoat that helps protect the mural from fading and deterioration, as well as makes it easy to clean if vandalized.

6.8.5 Maintenance

All murals shall be kept in a proper state of repair and preservation. It is a violation of this Code to own, keep or maintain any mural in a dilapidated or deteriorated condition or to permit or allow a mural to be kept in such condition.

1. At all times during and after application, murals shall be considered the property of the owner and/or occupant of the structure to which it is applied, and said owner and/or occupant shall be responsible for maintenance and upkeep of the mural,
2. The property owner and/or occupant of any building, structure or fence/wall that has been marked by Graffiti shall remove said Graffiti within seven (7) calendar days of notification by the City.
3. A mural that is kept, maintained, or allowed to remain in a dilapidated or deteriorated condition may be declared a public nuisance and the City may pursue all available legal remedies, including code enforcement or court action
4. As a supplemental means of enforcement, if an property owner fails to repair or remove a dilapidated or deteriorated mural, by Order of the City's Magistrate, the

City may initiate removal of the mural by means it deems appropriate and thereafter record a lien in the public records of Lake County for any costs associated with the removal.

5. Removal of a Mural shall be accomplished by physical removal, of the paint or other material of which the mural is composed, from the building, wall, structure or fence and/or by covering the mural with paint or other material. With either removal or covering, the Mural must be rendered completely invisible while maintaining the structural and architectural integrity of the structure upon which the Mural was applied.

6.8.6 Existing Murals

Murals in place when this section takes effect will be considered legal non-conforming Murals.

6.8.7 Appeal

Any person aggrieved by a decision of the Public Arts Commission, denying a permit for a mural, may appeal to the City Council by submitting a written request to the City Manager within ten calendar (10) days of the rendition of the decision by the Public Arts Commission. The decision rendered by the City Council shall be final.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Land Development Code, as set forth in Sections 2, shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Land Development.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to the City of Mount Dora Land Development Code as set forth herein, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. **SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon enactment by the City of Mount Dora.

PASSED AND ADOPTED this 19th day of October, 2021.

FIRST READING: September 21, 2021

SECOND READING: October 19, 2021

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Sherry G. Sutphen
City Attorney



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Building Heights Advisory Committee - City Manager Appointments and Next Steps

Introduction:

City Council passed Resolution No. 2021-115 on September 21, 2021, creating the Building Heights Advisory Committee ("Advisory Committee") to review and evaluate the existing City of Mount Dora building height codes, restrictions and to make recommendations. The recommendations may include necessary revisions to the building heights regulations and/or the ability or inability to secure a variance, planned unit developments (PUD's) zoning or other conditions for deviation from such building height limitations which would result in a development order upon approval or denial of a request.

The Building Heights Advisory Committee shall consist of thirteen (13) appointed members, with the City Council appointing seven (7) members and the City Manager appointing six (6) members confirmed by a majority vote of the City Council. The City Clerk's office received committee applications for the City Manager's recommended member selections. This memo presents the City Manager's recommended appointments to the Advisory Committee and identifies activities leading up to the first organizational meeting scheduled for November 18, 2021.

Discussion:

Under the Resolution, the six (6) members appointed by the City Manager shall have prior professional experience or current experience as an architect, an engineer, a general contractor, a subcontractor, a planner, a realtor or such other professional with relevant experience. In addition, each such individual shall either:

- (a) be a citizen of the City of Mount Dora, residing in the City of Mount Dora city limits, and who shall remain as such throughout the term of the Advisory Committee; or

(b) own a business with the principal operations being conducted in the City of Mount Dora city limits and which shall remain as such throughout the term of the Advisory Committee.

The evaluation process considered (i) the applicant's professional experience; (ii) the overall goal of attaining a balance of viewpoints from individuals familiar with Mount Dora and from others who have land use, building, or code experiences in other locations; (iii) the importance of including members that represent local businesses; and (iv) a telephone interview with each applicant.

After reviewing the applications (Attachment 1), the City Manager recommends the appointment of the following six members to the Building Heights Advisory Committee (alphabetical order by last name):

Greg Beliveau - Mr. Beliveau, CEO and Principal Planner for LPG Urban and Regional Planners, Inc. with offices and operations located on Camp Avenue in Mount Dora. Mr. Beliveau has over 35 years of experience providing land use, development, master planning, land development code amendments, and general planning services, both related to the public and private sectors. He has worked extensively with the City and Lake County on many planning projects.

Tom Dring - Mr. Dring holds an engineering degree from Texas A&M and has more than 30 years of experience in corporate technology, including 20 years in executive management. While in Texas, he owned a historic home and served on the residential design review committee for a large master-planned community. Tom owns an historic home in downtown Mount Dora.

Frank Kirwin - Mr. Kirwin has been a licensed realtor since 1981. He previously lived in Key West, Florida and Aspen, Colorado, which both faced similar problems regarding height restrictions, historic preservation of the downtown centers, and development pressures. In Key West, Frank had frequent contact with the Historic Architectural Review Commission and Planning Board during the renovation of a historic home.

Joseph Lewis - Mr. Lewis is the owner and manager of Mount Dora Boating Center and Marina. He has received numerous awards in his field and has a vested interest in the community. Joe wants to see Mount Dora continue to prosper and be a place where families wish to raise their families. He has extensive knowledge of the history of the City.

Kate Ondrasik - Ms. Ondrasik owns a home video studio in Mount Dora, providing archival services for families, communities, and companies. She strongly believes in serving the communities where she works and lives, having served on the Mount Dora Center for the Arts and the Mount Dora Charter Review Committee. Kate wants to continue her research and data collection on building heights in historic cities, which she began while serving on the Mount Dora Planning and Zoning Commission.

Harris Turner - Mr. Turner is an attorney licensed to practice in the State of Florida and has been involved in the zoning and planning codes during his career. He served as the Miami

City Attorney for the zoning and planning board and the City Attorney for the City of Biscayne Park. Harris is interested in preserving the charm and character of Mount Dora, while still providing opportunity for its growth and vibrancy.

NEXT STEPS

The City will initiate the following activities to enable the Building Heights Advisory Committee to commence work as soon as possible:

October 19, 2021 - Regular City Council Meeting: City Manager and City Council appoint Advisory Committee members.

October 20 - 29, 2021 - City Clerk meets individually with Advisory Committee members to provide orientation materials.

November 10, 2021 - Planning and Development Department staff will prepare background materials to be included in the first meeting agenda packet. The City Clerk's office will distribute the agenda typically a week prior to each monthly meeting.

November 18, 2021 at 1:30 pm - Building Heights Advisory Committee will hold its first organizational meeting located in the City Hall Board Room. This meeting will be open to the public with support from City staff and the City Attorney. Future meetings will be held each month on the third Thursday of the month (start time 1:30 pm).

Budget Impact:

N/A

Strategic Impact:

Regulations related to design standards advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizenry of Mount Dora and are consistent with growth management goals of the City.

Goal 1: Economic Development

Recommendation City Council confirm the appointments recommended by the City Manager for the Building Heights Advisory Committee.

Attachment(s):

1. Attachment #1 City Manager Appointments

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/13/2021

Final Approval - 10/13/2021

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Thursday, September 30, 2021 9:00:31 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Professional Member
First Name	Greg
Last Name	Beliveau
Business Name	LPG Urban and Regional Planners. Inc.
Address1	1162 Camp Avenue

Address2	<i>Field not completed.</i>
City	Mount Dora
State	FL
Zip	32757
Phone Number	352-385-1940
Email Address	gregb@lpgurp.com
Resume, Curriculum Vitae or Other Documentation	Beliveau_Bio 2010.pdf
Professional Experience	Planner
Provide a brief statement relating to your education, experience and reason for wishing to serve	Owner of LPG Urban and Regional Planners AICP Works with City of Mount Dora and County extensively on planning projects Applying at the request of the Vice Mayor see resume attached
Additional Supporting Documentation (optional)	Beliveau_Bio 2010_1.pdf
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion <i>This form will be submitted to the City Clerk's Office.</i>	

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EDUCATION

Master of Science in Public Administration (MSPA), Florida State University, 1976

CERTIFICATIONS

American Institute of Certified Planners (AICP), 1993 (#9836)

Leadership in Energy and Environmental Design (LEED) Green Building Rating System, 2009 (#10539462)

AREAS OF SPECIALIZATION

Governmental permitting, land use regulations, administrative management, airports, planning and land use coordination, feasibility and impact fee studies, and public sector coordination

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (AICP)
- American Society for Public Administration
- American Planning Association (APA)
- American Planning Association Florida Chapter (FAPA)
- Florida Planning and Zoning Association (FPZA)
- U.S. Green Building Council (USGBC)
- Florida Main Street Consultant
- MyRegion.Org

Greg A. Beliveau, AICP, LEED GA Principal Planner

Greg A. Beliveau is the CEO and Principal Planner for LPG Urban & Regional Planners, Inc. He has over 35 years experience providing land planning services to both the public and private sectors. Mr. Beliveau has significant experience in the administrative field serving as Leesburg's Assistant City Manager four years prior to moving to the private sector. He has supervised and participated in the planning and design process for comprehensive plan formulation, comprehensive plan amendments, land development regulations, and local government support assistance to over 14 local governments at both the city and county levels.

During his tenure as Assistant City Manager / Director of Community and Economic Development with the City of Leesburg, Mr. Beliveau was appointed Downtown Redevelopment Director for 18 months. Mr. Beliveau has taught classes as an invited lecturer to the University of Florida graduate class program, Lake Sumter Community College, and the Leadership of Lake County training program. Mr. Beliveau has also been a part of the Growth Management and Environmental Permitting Short Course, sponsored by the Florida Chamber of Commerce, serving as a speaker on revitalizing communities.

Mr. Beliveau was the Principal-in-Charge for the Leesburg Downtown Partnership's Main Street Program which included an evaluation of existing conditions and recommendations for a 30 block area in Downtown Leesburg. Mr. Beliveau was also the Principal-in-Charge for the Highland Street project which was a private initiative presented before the Mount Dora Community Redevelopment Agency which is a one mile entry sequence into historic downtown Mount Dora.

The new buzzword is "Going Green". This firm has been utilizing the green concept since the inception of the firm in 1985. The approach to development and how to develop property has always started with the environment. Since LPG had an environmental component, Mr. Beliveau always utilized their information as the first criteria in evaluating a property's development potential. This did pose problems in the early days and educating clients was a component of his job. Mr. Beliveau has lost clients who did not understand the benefits of preservation, open space, less impact, and designing around wetlands rather than destroying them. The clients he kept and the new ones gained understood and he has benefited with lasting relationships since.

Today, Mr. Beliveau still uses this same methodology. He has never wavered before any type of development is placed on a site's survey or template. The environmental data includes soils, flood plains, topography, and upland features (tree, canopy, etc.). Mr. Beliveau has almost always managed to meet his client's request for yield, and even on occasion exceeded those requests to their surprise.

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Sunday, September 26, 2021 8:28:26 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
-----------------	-----------------

First Name	Tom
------------	-----

Last Name	Dring
-----------	-------

Address1	908 N Tremain St
----------	------------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	Mount Dora
State	FL
Zip	32757
Phone Number	8323419101
Email Address	Tom@dring.net
Provide a brief statement relating to your education, experience and reason for wishing to serve	I am interested in serving on the Building Height Advisory Committee. I hold an engineering degree from Texas A&M university and have more than 30 years of experience in corporate technology functions, including 20 years in executive management. My wife and I moved to Mount Dora in January 2020 and live in a historic home in the district (908 N Tremain St). Prior to moving here, we owned a historic 1901 home in Galveston, Texas, another town with a focus on historic preservation. I have also served on the residential design review committee in The Woodlands, Texas, a very large master planned community. We love the character of Mount Dora and I am anxious to be involved in its preservation and evolution.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion	<i>This form will be submitted to the City Clerk's Office.</i>

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From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Saturday, September 25, 2021 3:45:34 PM

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Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

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- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
First Name	Frank
Last Name	Kirwin
Address1	1110 East 5th Avenue
Address2	<i>Field not completed.</i>

City	Mount Dora
State	FL
Zip	32757
Phone Number	3053045253
Email Address	fkirwin1@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	Licensed Realtor since 1981 but honestly I don't consider that an excellent qualification. I have lived in Key West, FL (1978 - 2019) and Aspen, CO (1967 - 1978). Both cities faced very similar problems as we are facing with the height restriction, historic preservation of the city center and town as a whole and increased pressure for development. I was vocally active in both small towns to protect the assets to keep them interesting to locals, visitors and persons interested in relocating. Maintaining the ambiance and character of the town and city center is extremely important. That being said no is going to stop development but it can be directed in such a way as to protect the history. At one point in Aspen I also, with my brother as a partner, secured property at Snowmass for a large townhome development. Architectural work and all the necessary permitting was done only to have the market nationally crash and eliminate our financing. I still continued to work with the city often as I had one of the largest and most successful landscaping companies in Pitkin County, In Key West I purchased a historic home within the area controlled by the HARC (Historic Architectural Review Commission) and renovated it over a period of several years. In doing so I had frequent contact with both the Planning Board and the HARC Board. I feel I would be able to provide much needed input toward the Height Advisory Committee. Thank you.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion	<i>This form will be submitted to the City Clerk's Office.</i>

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From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Friday, September 24, 2021 4:59:14 PM

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Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

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- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Professional Member
First Name	Joseph
Last Name	Lewis
Business Name	Mount Dora Boating Center & Marina
Address1	148 Charles Ave.

Address2	<i>Field not completed.</i>
City	Mount Dora
State	FL.
Zip	32757
Phone Number	(352) 383-3150
Email Address	joe@mtdoraboats.com
Resume, Curriculum Vitae or Other Documentation	JTL Bio 09-2020.docx
Professional Experience	Other
List Other Professional Experience	General Manager
Provide a brief statement relating to your education, experience and reason for wishing to serve	A Mount Dora resident and business owner since 1989 with a vested interest in the community. My children were raised here and wish to raise their families here in Mount Dora. I want to see the community continue to prosper. I view this issue being key to the long term smart growth and future prosperity of the city.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion <i>This form will be submitted to the City Clerk's Office.</i>	

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JTL Bio

Joe Lewis, 65, is the owner and general manager of Mount Dora Boating Center & Marina, a dealership and full-service marina in central Florida with 94 wet slips and 140 drystack slips. His dealership is Marine Industry 5-Star Certified and routinely ranked among the best in the country providing outstanding buying and ownership experiences.

Lewis was born and grew up in Harrisburg Pa. He ended a twenty year career in the outdoor power equipment industry when he purchased the Mount Dora business in 1989 and moved to Florida. Married to wife Susan in 1992 they have a 27 year-old son Joey (Jay), 25 year-old daughter Julia and one 2 year old grandson Conner. Lewis says his is a boating family. When not at work chances are you'll find him boating with his family or scuba diving with his son.

Current Positions:

General Manager- Mount Dora Boating Center & Marina
Marine Retailers of the Americas- Past Chair, Executive Committee, Sec./Treasurer
Grow Boating/Discover Boating- Past Chair
Marine Industry Association of Central Florida- President, Boat Show Committee Chair
Recreational Boating & Fishing Foundation/Take Me Fishing- Board Member, Executive Committee, Audit Committee Chair

Past Positions:

Marine Industry Association of Central Florida – Vice-President
Marine Industry of Florida- Director, Executive Committee, President
Grow Boating/Discover Boating- Director
Marine Retailers of the Americas- Regional Director
State of Florida- Governors Boating Advisory Council, Industry Representative

Individual Awards:

Marine Industry Assoc. of Florida Admirals Award 2003
Marine Industry Assoc. of South Florida Anchor Award 2003
Marine Retailers Assoc. of the Americas Retailers Hall of Fame 2007
Marine Retailers Assoc. of the Americas Irv Rosenthal Award 2012
Lake County 2011 Community Service Award
National Marine Manufacturers Assoc. Charles Chapman Award 2020

Business Awards:

Four Winns Commander Award 2001 thru 2007

Four Winns C.S.I. Award 2006, 2007
Boating Industry Top 100 2005 thru 2011
Marine Industry Five Star Certification Pilot Program 2005
Lake County Chamber of Commerce Business of the Year 2010
Monterey C.S.I. Award 2014
Mount Dora Chamber of Commerce Business of the year 2016

Industry Issue Involvement:
Dealer-Manufacturer Relations
Inventory Wholesale Financing
New Model Year Introduction
Grow Boating/Discover Boating National Boating Marketing Campaign
Recreational Boating & Fishing Foundation/Take Me Fishing National Marketing Campaign

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Wednesday, October 6, 2021 1:32:50 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

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- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Professional Member
First Name	Kate
Last Name	Ondrasik
Business Name	Home Video Studio of Mount Dora
Address1	36601 Honey Tree Ct.

Address2	<i>Field not completed.</i>
City	Eustis
State	FL
Zip	32736-8738
Phone Number	(321)438-9225
Email Address	kateg.ondrasik@gmail.com
Resume, Curriculum Vitae or Other Documentation	Kate Ondrasik Resume.docx
Business License	Mount Dora Business Tax Receipt.JPG
Professional Experience	Other
List Other Professional Experience	Orlando Health Corporate Director of Internal Communications
Provide a brief statement relating to your education, experience and reason for wishing to serve	Note: For education and bio please see attached files. I am applying to the Building Height Advisory Committee because I strongly believe in serving the communities where I work and live. I would also very much like to continue the research and data collection on building heights in historic cities, begun when sitting on the Planning and Zoning Commission. Thank you for your consideration.
Additional Supporting Documentation (optional)	Kate Ondrasik Bio.docx
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion <i>This form will be submitted to the City Clerk's Office.</i>	

Email not displaying correctly? [View it in your browser.](#)

KATE ONDRASIK

2364 Natoma Blvd; Mount Dora FL 32757 Phone W. 352.735.8550; Cell 321.438.9225

COMPETENCY STRENGTHS

Strategic thinking, Effective communication, Integrity, Human Resources generalist

EXPERIENCE

OWNER

HOME VIDEO STUDIO 2018 - current

Providing archival services for families, communities and companies through the digitalization of analog media to more current digital formats. Has received numerous awards for video editing, photo/video keepsakes, promotional videos, and documentaries.

CORPORATE DIRECTOR, INTERNAL COMMUNICATIONS,

ORLANDO HEALTH 2014-2018

Provided leadership to the Internal Communications Department which connects the many internal audiences of Orlando Health by communicating timely news and information and through recognition programs that promote team member engagement with the organization's mission and values. The department's functions included the development and implementation of communications strategies for internal audiences; publishing several online newspapers, magazines, annual reports, specialty and routine video programming; presentation development; content management of the intranet, and social media management.

MANAGER, TEAM MEMBER ENGAGEMENT

ORLANDO HEALTH 2009 - 2014

Provided a framework for strategic corporate communications to impact on-boarding and retention of new hires. Developed corporate recognition initiatives, and corporate and hospital site orientation programs. Managed the Internal Communications specialist and Intern programs.

MANAGER, INTERNAL COMMUNICATIONS

ORLANDO HEALTH 2006 - 2009

Provided leadership in the implementation of communications initiatives and strategies in support of Orlando Health's mission and business objectives of Orlando Regional Medical Center, Lucerne Hospital and M. D. Anderson Cancer Center

Orlando. Provided timely, pertinent and consistent communications, implemented service recognition programs, executive visibility programs, home/work life programs and policies. Provided guidance and oversight of site specific on-boarding process for new hires.

ORGANIZATION DEVELOPMENT CONSULTANT

ORLANDO HEALTH - 2001 — 2006

Provided expertise in problem-solving solutions to processes, systems, teams, individuals, sub-cultures and structures within the organization to achieve organizational effectiveness. Used the art and theory of Organization Development through assessment, action planning, implementation and evaluation. Developed and delivered training at all levels using adult learning theories.

OPERATIONS MANAGER

EXECUTONE OF FLORIDA 1999 - 2001

Directed activities of the customer service, technical and inventory departments. Implemented company policies and developed operating procedures to facilitate office operations. Conducted management studies to determine workload, personnel and equipment requirements to forecast future needs. Managed the hiring process and product releases.

COMMUNITY SERVICE

Board Member: Pine Castle Historical Society

Board Member: Mount Dora Center For The Arts

Committee Member: Mount Dora Charter Review

Ambassador: Mount Dora Chamber of Commerce

EDUCATION

University of Saint Francis, Joliet, Illinois

Master's of Healthcare Administration and Science

Florida State University, Tallahassee, Florida

Bachelor of Arts

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Friday, September 24, 2021 11:56:54 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
-----------------	-----------------

First Name	Harris
------------	--------

Last Name	Turner
-----------	--------

Address1	619 E. First Ave
----------	------------------

Address2	Field not completed.
----------	----------------------

City	Mount Dora
State	Florida
Zip	32757
Phone Number	352-874-9595
Email Address	mrbsa@aol.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I am a Attorney licensed to practice in the State of Florida. I have been involved in the zoning and planning process during my career. Starting as the Miami City Attorney for the zoning and planning board. Serving as City Attorney for the City of Biscayne Park. I have lived in Mount Dora for over 20 years and have owned and own real estate in the City. I am interested in preserving the charm and charecter of Mount Dora, while still providing opportunity for its growth and vibrancy.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion	<i>This form will be submitted to the City Clerk's Office.</i>

Email not displaying correctly? [View it in your browser.](#)



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Building Heights Advisory Committee - City Council Appointments

Introduction:

This is a request for City Council to make appointments of citizens to serve on the Building Heights Advisory Committee, established by Resolution No. 2021-115

Discussion:

On September 21, 2021, the City Council approved Resolution No. 2021-115 (see Attachment 1) creating a Building Height Advisory Committee for the purpose of reviewing and evaluating the existing City of Mount Dora building height restrictions and making recommendations for necessary revisions to the building height permissions and/or the ability or inability to secure a variance, PUD zoning or other condition for deviation from such building height limitations which would result in a development order upon approval or denial of a request.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to appoint members to serve on the Building Height Advisory Committee.

Attachment(s):

1. Attachment # 1 - Reso No. 2021-115, Establishing Building Height Advisory Committee (ADA)

2. Attachment #2 -Council Appointments

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/13/2021

Final Approval - 10/13/2021

ATTACHMENT 1

RESOLUTION NO. 2021-115

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE BUILDING HEIGHT ADVISORY COMMITTEE; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR ADVISORY COMMITTEE CREATION; PROVIDING FOR INTENT OF THE CITY; PROVIDING FOR PURPOSE AND RESPONSIBILITY; PROVIDING FOR MEMBERSHIP; PROVIDING FOR STAFF MEMBER LIAISON(S); PROVIDING A SUNSET; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, recently a group of Mount Dora citizens attempted to place an initiative ordinance on the ballot to amend the City Charter to include building height limitations in certain specified areas of the City; however, it was determined that the initiative process was not appropriate; and

WHEREAS, due to the concerns expressed by the citizens group, the City has determined that a special advisory committee should be created and convened immediately for the purpose of establishing long term goals and making recommendations to the City Council related to building heights in the City of Mount Dora city limits; and

WHEREAS, it is the expectation of the City that the advisory committee members will work together in a diligent and professional manner to make recommendations which are fair, balanced and in the best interest of the citizens of and visitors to the City of Mount Dora.

NOW, THEREFORE, be it resolved by the City of Mount Dora, Florida, that:

SECTION 1. Legislative Findings. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Advisory Committee Creation. An advisory committee to be known as the "Building Height Advisory Committee" is hereby created, which shall hereinafter be referred to as the "Advisory Committee."

SECTION 3. Intent of the City. It is the intent of the City of Mount Dora City Council that it will not make any revisions to the existing height limitations as set forth in the City of Mount Dora Land Development Code as of the Effective Date of this Resolution, until such time as the Advisory Committee has accomplished its purpose and delivered a final recommendation to the City of Mount Dora City Council or until the Sunset as set forth herein, whichever occurs first. This provision shall not in any way operate to prohibit the City from processing and considering a

complete application for a zoning change or other development order which involves building height.

SECTION 4. Purpose and Responsibility.

A. *Purpose.* It shall be the purpose of the Advisory Committee to review and evaluate the existing City of Mount Dora building height restrictions and make recommendations for necessary revisions to the building height permissions and/or the ability or inability to secure a variance, PUD zoning or other condition for deviation from such building height limitations which would result in a development order upon approval or denial of a request.

B. *Responsibilities.* The Advisory Committee shall meet as frequently as deemed necessary by the Advisory Committee in order to accomplish the purposes set forth herein.

SECTION 5. Membership.

A. *Generally.* The Advisory Committee shall consist of thirteen (13) members.

B. *Appointment.* The Advisory Committee members shall be appointed to serve at the pleasure of the City Council as follows:

1. *Seven (7) Members.* Each City Council member shall appoint one (1) representative whom he/she believes to be the best suited individual to serve on the Advisory Committee so long as each such individual:

- a. has submitted the appropriate application to the City Clerk;
- b. is a citizen of the City of Mount Dora, residing in the City of Mount Dora city limits and who remain as such throughout the Term of the Advisory Committee; AND
- c. who is also a registered elector in the City of Mount Dora and who shall remain as such throughout the Term of the Advisory Committee.

Each motion for appointment of the seven (7) council representative members shall be confirmed by majority vote of a quorum of the City Council.

2. *Six (6) Members.* The remaining six (6) members shall have prior professional experience or current experience as an architect, an engineer, a general contractor, a subcontractor, a planner, a realtor or such other professional with experience relevant to the purposes for convening the Advisory Committee, as evidenced by the appropriate application which has been submitted to the City Clerk. In addition, each such individual shall either:

- a. be a citizen of the City of Mount Dora, residing in the City of Mount Dora city limits, and who shall remain as such throughout the Term of the Advisory Committee; OR

- b. own a business with the principal operations being conducted in the City of Mount Dora city limits and which shall remain as such throughout the Term of the Advisory Committee.

The City Manager shall select all six (6) members based on the applications submitted to the City Clerk. All six (6) professional members shall be confirmed by majority vote of a quorum of the City Council.

C. *Term.* Each member of the Advisory Committee shall serve without commission or honorarium, at the pleasure of the City Council, until such time as the Advisory Committee has accomplished its purpose and delivered a final recommendation to the City of Mount Dora City Council or until the Sunset as set forth herein, whichever occurs first.

D. *Officers.* The Advisory Committee shall elect a Chairperson and a Vice-Chairperson from its membership at the first meeting.

SECTION 6. Staff Member Liaison(s). The City Manager shall assign the appropriate staff members to be the liaison(s) for the Advisory Committee, to maintain the sunshine law formalities, to facilitate the work being completed by the Advisory Committee and to provide City resources as necessary to assist with completion of the purposes and responsibilities set forth herein.

SECTION 7. Sunset. The Advisory Committee shall sunset six (6) months from the adoption of this Resolution without further action of the City Council; however, if determined to be in the best interest of the City, the Term of the Advisory Committee may be extended through the adoption of a subsequent Resolution by the City Council.

SECTION 8. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 9. Savings Clause. All prior actions of the City of Mount Dora pertaining to Building Height Advisory Committee, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

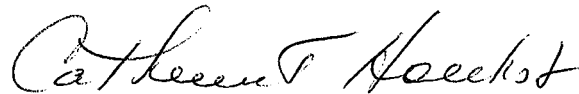
SECTION 10. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 11. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 12. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

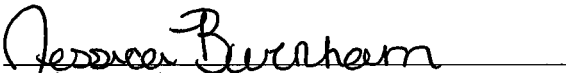
SECTION 13. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of September, 2021.



CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jessica Burnham
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.



Sherry G. Sutphen
City Attorney

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Friday, September 24, 2021 12:27:18 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
First Name	Nick
Last Name	Girone
Address1	8852 beacon hill ave
Address2	Field not completed.

City	mount dora
State	Florida
Zip	32757
Phone Number	3523571991
Email Address	nickgirone2@aol.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I have a BS Degree in Industrial Management and a MA in School Business Administration. I have been a resident of Mount Dora since March 2010. In 2012, I was elected to serve the City as an At-Large Councilperson for 1 term. In 2017, I was elected Mayor for 2 terms. Downtown building heights have always been a contentious issue among the City, Contractors and Residents. I feel I can serve on a committee that can bring forth a resolution to resolve the conflict. A common sense approach, along with a view of history and a sense of future economic development necessary to bring the required adjustments to Code. Being retired, I have the time to serve on this Committee.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion	<i>This form will be submitted to the City Clerk's Office.</i>

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Sunday, September 26, 2021 8:59:18 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
-----------------	-----------------

First Name	James
------------	-------

Last Name	Homich
-----------	--------

Address1	621 E Fifth Ave
----------	-----------------

Address2	Field not completed.
----------	----------------------

City	Mount Dora
State	Florida
Zip	32757
Phone Number	352 383 3031
Email Address	jhomich@earthlink.net
Provide a brief statement relating to your education, experience and reason for wishing to serve	Education: United States Coast Guard Academy, B.S.; University of Alabama at Birmingham, M.S. Organic Chemists; University of Florida, J.D. Experience: Officer in the United States Coast Guard, 6 years; Lawyer, 30 years; Vacation Rental Property Owner in Mount Dora, 2 years; City Council Member 8 years including 4 years as Vice Mayor with involvement in the only PUD approval of a six story building Reasons: Law Practice in Mount Dora since 1996 which included Reconstituting Mount Dora Historical Society with experience in real estate, homeowner's associations, historic preservation, government, code enforcement and development law; Saved and Restored 2 Historic Homes; Own 2 Historic Homes; Lifetime Member Mount Dora Historic Society; Resident of Mount Dora 25 years; Family moved to Lake County 1970; Two Daughters that have grown up in Mount Dora and are presently in MDHS
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion <i>This form will be submitted to the City Clerk's Office.</i>	

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Sunday, September 26, 2021 8:02:40 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
-----------------	-----------------

First Name	Andrea
------------	--------

Last Name	Lothar
-----------	--------

Address1	961 Liberty Ave
----------	-----------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	Mt. Dora
State	FL
Zip	32757
Phone Number	5612135175
Email Address	andrealeigh1212@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I am new resident of just over a year, but here to stay. I am an Engineer and a retired Commercial Developer. (also a retired State of FL Building Contractor, PMP, and LEED AP BD&C) I have been watching the height battle play out for quite some time since moving here and like most I retired here because Mt Dora is Mt Dora. I believe Mt Dora is big enough to accommodate many different preferences, with a group like this to take a look at the issues and concerns from a more logical and practical perspective. I think this type of a group should be able to provide positive recommendations to assist in providing solutions. I would like to be considered as a member of the Building Height Advisory Committee, as a Resident, and one who has the education, knowledge, and experience to review all the data and make logical deductions, to be a part of the solution. Thank you for your time, Andrea Lothar Any/All supporting documents provided by request.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion	<i>This form will be submitted to the City Clerk's Office.</i>

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Saturday, September 25, 2021 11:00:37 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

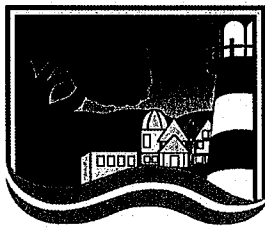
- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
First Name	Michael
Last Name	McGuire
Address1	7829 Crosswinds Way
Address2	<i>Field not completed.</i>

City	Mount Dora
State	Florida
Zip	32757
Phone Number	(847) 770-0243
Email Address	Mcguire7829@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I am a retired lawyer who served as a federal administrative law judge for 18 years. Previously, I served 20 years on active duty in the U.S. Navy in the Judge Advocate General Corps. I was a member of the City of Mount Dora Planning and Zoning Commission for 2 years from 2018 to 2020. I am a past Chairman of the Board of Directors of a credit union with over \$300 million in assets. I have been President of a homeowners' association and have chaired Architectural Review Committees. I think I can help this committee reach well-considered advice for the Council on appropriate building heights changes, if any, to the Land Development Code balancing the need for preserving the historic character and charm of the city with the need for future economic growth.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion <i>This form will be submitted to the City Clerk's Office.</i>	

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CITY OF MOUNT DORA

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

The Building Height Advisory Committee will consist of seven (7) resident members appointed by each councilmember and six (6) professional members with prior or current professional experience as an:

- architect
- engineer
- general contractor
- subcontractor
- planner
- realtor
- other profession.

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

* Denotes a REQUIRED field.

Membership Type*

- ☒ Resident Member
☐ Professional Member

First Name* THOMAS Last Name* PAULS

Business Name* _____
(Required for Professional Member applicants)

Address1* 8673 BRIDGEPORT BAY CIRCLE

Address2 _____

City* MOUNT DORA State* FL Zip* 32757

Phone Number* 757-406-6958

Email Address* TC PAULS @ GMAIL.COM

Provide a brief statement relating to your education, experience and reason for wishing to serve*

(SEE ATTACHED)

Please attach any documentation you feel is relevant.

REQUIRED INFORMATION FOR PROFESSIONAL APPLICANTS:

Please indicate your Professional Experience:

- ☐ architect
- ☐ engineer
- ☐ general contractor
- ☐ subcontractor
- ☐ planner
- ☐ realtor
- ☐ other Please describe other experience _____

Attach Resume, Curriculum Vitae or Other Documentation*

Please return form to City Clerk's Office, 510 North Baker Street, Mount Dora, FL 32757

Thomas C. Pauls, AICP
Retired Local Government Planner

Address: 8673 Bridgeport Bay Circle, Mount Dora, Florida 32757
Phone: 757-406-6958

EDUCATION:

Bachelor of Science, Urban Analysis -University of Wisconsin - 1976
Master of Arts, Community Planning -University of Maryland - 1980

EXPERIENCE (36 Years) :

Land Development Manager

City of Deltona Department of Planning and Development Services
May 2010 to June 2016 (Retired)

Directed all current planning and development related activities for the city including major amendments to the city's Land Development Code. Responsibilities also included review and oversight of all development applications cited in the LDC.

Comprehensive Planning Coordinator

Virginia Beach Department of Planning
April 1988 to May 2010 (Retired)

As head of the Comprehensive Planning Division, my duties included providing leadership and supervisory guidance for all long range planning activities affecting the city. These included numerous comprehensive plan and other special amendments affecting the oceanfront resort area, rural planning policies, creation of the Town Center plan and related matters affecting the Naval Air Station Oceana, the U.S. Navy's Master Jet Base. Other responsibilities included management of all personnel and budget matters relating to comprehensive planning and budget.

Other duties included ensuring effective public involvement is part of our planning process and serving as liaison to local, regional and state agencies for all matters pertaining to the city's comprehensive planning efforts.

Comprehensive Plan Manager

Fairfax County Planning Department

Fairfax, Virginia

October 1983 to August 1986 and

March 1987 to April 1988

Analyzed complex land issues, prepared reports and presented recommendations for Comprehensive Plan amendments before the County Board of Supervisors, Planning Commission, citizen advisory boards and the general public.

Prepared recommendations relating to zoning amendments, special exceptions, special permits, development plan amendments, Capital Improvement Programs and other regulatory and programmatic mechanisms used to implement adopted planning policies.

Land Use Policy Planner

Department of Environmental Protection

Planning Policy Group

Montgomery County, Maryland

August 1986 to March 1987

Worked with executive branch staff to prepare the County Executive's position statement on the Annual Growth Policy, a document used to help guide County-wide growth.

Reviewed draft Master Plan and Zoning Ordinance amendments sent from the Maryland-National Capital Park and Planning Commission and prepared responses reflecting executive branch land use policies and objectives.

Defended County Executive's land use recommendations before the Planning Board.

Director of Planning

City of Frederick, Maryland

February 1981 to October 1983

Directed and coordinated all activities of the city's Department of Planning. Implemented Comprehensive Plan goals and objectives through the administration of the Zoning Ordinance, Subdivision Regulations, Capital Improvement Program and other relevant local legislation and policies. Administered all department matters related to personnel and budget.

Administered and coordinated the development of special projects including the city's draft Comprehensive Zoning Ordinance amendment. Served as lead agency project coordinator for the Final Environmental Impact Statement affecting the

Carroll Creek Linear Park and Flood Control Project. This project is located within the City's downtown historic district.

Administered annexations of public and private lands in accordance with provisions of state law.

Served as planning staff advisor, prepared recommendations, and provided related administrative support to Mayor and City Aldermen, Planning Commission, Board of Zoning Appeals and Historic District Commission.

Served as departmental representative and communicated all planning activities to the City's legislative body, appropriate interdepartmental committees, County/State/Federal officials, as well as local print and radio media.

Zoning Administrator

City of Frederick, Maryland

August 1980 to February 1981

Administered and enforced provisions of City Zoning Ordinance. Assisted Director in the review and preparation of staff reports, findings of fact and recommendations before the Planning Commission, Board of Zoning Appeals and Historic District Commission.

AWARDS AND ACHIEVEMENTS:

U.S. Air Force 1968-1972

Air Traffic Controller / Control Tower and Radar

Vietnam Veteran - October 1970-1971

Awarded Commendation Medal

Virginia Chapter / American Planning Association

Distinguished Achievement Award (1st Place) - Virginia Beach 1997

Comprehensive Plan

City Manager's Award for Creativity, Innovation and Public Service

Virginia Beach Agricultural Reserve Program (1998)

Adjunct Professor

Old Dominion University 1999-2009

Served as an adjunct professor teaching upper level and graduate courses that focused on areas of planning policy, operation and implementation. Topics included antecedents of professional planning and contemporary studies in land use, environment, transportation, legal, design, historic preservation, economics and ethics. (see attached 'typical' syllabus)

Old Dominion University – 2009

Received the ‘Shining Star Award’, a student initiated recognition for helping them succeed ‘academically, professionally, or personally inside and outside of the classroom setting.’

Virginia Beach / American Planning Association

Outstanding Plan Award (1st Place) - Virginia Beach 2003 Comprehensive Plan

Member of American Planning Association’s

American Institute of Certified Planners (AICP) October 2004 – to present

Naval Air Station Oceana – ‘Base Realignment and Closure Commission’ action. 2005

Served a key role in preparing a successful City response to the Department of Defense’s Inspector General that resulted in saving NAS Oceana from closure or realignment (reduced mission). The facility employed 11,000 people, based 300 F-18 fighter jets (for carrier deployment out of Norfolk Naval Base) and generated \$1.2 billion in regional economic value.

Speaker, 2006 Association of Defense Communities Conference, Indianapolis

Topic – Advanced Issues in Encroachment Planning (How to achieve best compatibility between military air base operations and surrounding land use.)

Speaker, 2008 American Planning Association National Conference, Las Vegas

Topic - Strategies for Combating Encroachment

Project Manager, 2009 Pembroke Area Implementation Plan Master Plan. This plan provided land use, transportation, environmental and urban design guidance for future growth of the city’s Town Center area.

Course Outline Geography 310

V2

Title: Geography of the City
CRN 13675

Term: fall 2008

Instructor: Thomas C. Pauls, AICP

Classroom: Batten Arts and Letters / Room 3058

Class Time: Wednesdays 7:10 - 9:50 pm

Office Hours: Batten Arts and Letters / Room 7015
Wednesdays 6:00 - 7:00 pm (or by appointment)

Contact me via: ODU Political Science and Geography Department - 683-3841
Work - 385-8594
Home - 340-6066
Cell - 406-6958
Email - tpauls@vb.gov.com

Principal Text: Urbanization, 2nd Edition
Written by Paul Knox and Linda McCarthy
Published by Pearson/Prentice Hall, 2005

Other selected reading may be assigned

Course Schedule

Geography 310

August 27 th	Introduction & Course Overview
September 3 rd	Fundamental Elements of Urbanization Chapters 1 and 2
September 10 th	Key Periods of Urbanization Chapters 3 and 4
September 17 th	Urban Form and the Economics of Urbanization Chapters 5 and 6
September 24 th	Political Structures and Land Use Decision Making Chapter 16 <u><i>Title and Brief Description of Research Paper Due</i></u>
October 1 st	<u><i>1st Test</i></u>
October 8 th	Principles and Tools of Land Use Planning / Growth Management
October 15 th	Principles and Techniques of Transportation Planning:
October 22 nd	Principles and Techniques of Environmental Planning:
October 29 th	Characteristics of Urban Design and Architectural Movements Chapter 10
November 5 th	Legal and Ethical Aspects of Professional Community Planning

November 12th

2nd Test & Research Papers Due

November 19th

1st Class Presentation of Research Papers

November 26th

Thanksgiving Holiday – No Class Held

December 3rd

2nd Class Presentation of Research Papers

December 10th

Final Exam

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Building Height Advisory Committee Application
Date: Tuesday, October 5, 2021 11:00:00 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Building Height Advisory Committee Application

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

*The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:*

- *architect*
- *engineer*
- *general contractor*
- *subcontractor*
- *planner*
- *realtor*
- *other profession.*

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type	Resident Member
First Name	Lynn
Last Name	Tipton
Address1	8896 Bridgeport Bay Cir
Address2	Field not completed.

City	Mount Dora
State	FL
Zip	32757-8856
Phone Number	8505707251
Email Address	ltipton@flcities.com
Voter Registration Card	lake county voter id.pdf
Provide a brief statement relating to your education, experience and reason for wishing to serve	While I am a newer resident to Mount Dora, I have been attending functions here and visiting since 1979. In my job with the Florida League of Cities I facilitated a strategic planning day with the city council a few years ago, and have worked with members of the council and staff over the years on educational and advocacy efforts. In my academic studies in public administration I studied urban and regional planning, zoning, land-use and have also assisted in providing educational sessions on these topics to elected and appointed city officials during my three decades with the FLC. On this committee I would hope to be a voice of municipal experience and to provide knowledge of Florida in general.
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Additional Supporting Documentation (optional)	<i>Field not completed.</i>
Upon Completion <i>This form will be submitted to the City Clerk's Office.</i>	

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Application to Serve as a Building Height Advisory Committee Member for the City of Mount Dora

The Building Height Advisory Committee will consist of **seven (7) resident members** appointed by each councilmember and **six (6) professional members** with prior or current professional experience as an:

- architect
- engineer
- general contractor
- subcontractor
- planner
- realtor
- other profession.

Professional members shall either be a current resident or own a business with the principal operations being conducted in the City of Mount Dora city limits and shall remain as such throughout the Term of the Advisory Committee.

Membership Type*

- ☒ Resident Member
- ☐ Professional Member



First Name*

John

Last Name*

Tucker

Address1*

1826 Overlook Dr

Address2

City*

Mount Dora

State*

Florida

Zip*

32757

Phone Number*

3214389961

Email Address*

johnt2892@yahoo.com

Voter Registration Card*

Choose File

No file chosen

Resident Member applicants are required to upload a copy of their Voter Registration Card.

Voter Registration Card is required.

Provide a brief statement relating to your education, experience and reason for wishing to serve*

I have lived in Mount Dora for the past 21 plus years. I was born in Maryland and have a Political Science Degree from Frostburg State College. I was a United States Postal Inspector from 1976 to my retirement in 2005. I currently share ownership in two businesses located in downtown Mount Dora. In 2013 and 2014 I was an appointed member to the Mount Dora CRA Board. From 2016 to 2020, I was an elected member to the Mount Dora City Council representing the residents of District 3. As a 4 year member of the Mount Dora City Council, I help draft, review or approve our city's budgets, resolutions and ordinances. My city council seat enabled me to talk and listen the residence of District 3 and the city regarding pressing issues. I want to volunteer my time, my talent and grasp of our city's ordinances and City Charter as as we jointly move forward while maintaining the charm and beauty that brought us all to Mount Dora.

Additional Supporting Documentation (optional)

Choose File

No file chosen

Additional Supporting Documentation (optional)

Choose File

No file chosen

Upon Completion

This form will be submitted to the City Clerk's Office.

protected by reCAPTCHA

[Privacy](#) - [Terms](#)

☒ Receive an email copy of this form.

Email address

johnt2892@yahoo.com

This field is not part of the form submission.

* indicates a required field

City of Mount Dora | 510 N. Baker Street | P.O. Box 176 | Mount Dora, FL 32757 |
Phone: 352-735-7100 | [Email](#)



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Lobbyist Update

Introduction:

Peebles, Smith & Matthews represents the City of Mount Dora during the 2022 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Peebles, Smith & Matthews supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the monthly report for September 2021.

Budget Impact:

Lobbyist Activities are funded in account 421-5360-531-00-00 in the amount of \$42,000.00.

Strategic Impact:

The contract with Peebles, Smith & Matthews allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation Data provided is informational.

Attachment(s):

1. Mount Dora September 2021 Report.ADA

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Jessica Burnham, City Clerk

Approved - 10/13/2021

Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 10/13/2021
Final Approval - 10/13/2021



City of Mount Dora September Activity Report

Florida Economic Overview - September Update

According to a report released earlier this month by the Legislature's Office of Economic & Demographic Research, collections of revenue such as sales taxes were \$619.8 million above what state economists projected in April.

The July figures, which reflect economic activity that mostly occurred in June, benefited from the most-recent round of federal stimulus checks, redirected spending from the hard-hit service sector and some consumers drawing upon "atypically large savings" built up during the pandemic, the report said.

Sales tax collections for July were 25.2% over their forecast amount and accounted for 89% of the overall increase above projections. Sales taxes have rebounded, in part, with the return of tourists to the state. Sales taxes from tourism were 32.8% over the forecast for July, and revenue from automobile sales was 31% higher than the forecast.

In August, economists issued a report that estimated the Florida Legislature will have \$2.6 billion more in general revenue than previously forecast for this fiscal year and the 2022-2023 fiscal year. Also, they will have nearly \$6 billion in unspent federal coronavirus stimulus money.

Still, economists anticipate an eventual slowing, but not a reversing, of the current economic direction. In addition to the bump in sales taxes in July, Florida also saw increased revenues from housing-related taxes. Documentary stamp tax collections were up 121.2% over the April forecast, indicating "the housing market prices and activity were stronger than expected," the report said. Lastly, intangible taxes were up 79.5% on the forecast, showing strong refinancing activity.

Communications

- Charles Revell
 - Senate Local Funding Initiative Request Form
- Tim Wilson
 - Job Growth Grant Fund application
- Department of Economic Opportunity
 - Job Growth Grant Fund

Next Steps

- Continue communication with SJRWMD on cost share application next steps.
- Continue to update Mount Dora on Grant Opportunities
- Next Interim Committee week is October 11-15
- 2022 Legislative Appropriations

Ryan Matthews/Angela Drzewiecki
Peebles Smith & Matthews, Inc.



CITY OF MOUNT DORA

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Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Council Member Cal Rolfson

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by:



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Council Member Pamela Burtnett

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by:



CITY OF MOUNT DORA

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DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Vice-Mayor Harmon Massey

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by:



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 19, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Mayor Catherine Hoechst

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by: